

**AGENDA OF A REGULAR MEETING - NATIONAL CITY CITY COUNCIL/  
COMMUNITY DEVELOPMENT COMMISSION – HOUSING AUTHORITY OF  
THE CITY OF NATIONAL CITY**



**COUNCIL CHAMBERS  
CIVIC CENTER  
1243 NATIONAL CITY BOULEVARD  
NATIONAL CITY, CALIFORNIA**

**TUESDAY, DECEMBER 20, 2016 – 6:00 PM**

**RON MORRISON**  
*Mayor*

**JERRY CANO**  
*Vice Mayor*

**ALBERT MENDIVIL**  
*Councilmember*

**MONA RIOS**  
*Councilmember*

**ALEJANDRA SOTELO-SOLIS**  
*Councilmember*

**1243 National City Blvd.  
National City  
619-336-4300**

**Meeting agendas and  
minutes available on web**

**WWW.NATIONALCITYCA.GOV**

**ORDER OF BUSINESS:** Public sessions of all Regular Meetings of the City Council / Community Development Commission - Housing Authority (hereafter referred to as Elected Body) begin at 6:00 p.m. on the first and third Tuesday of each month. Public Hearings begin at 6:00 p.m. unless otherwise noted. Closed Sessions begin at 5:00 p.m. or such other time as noted. If a workshop is scheduled, the subject and time of the workshop will appear on the agenda. The Mayor and Council members also sit as the Chairperson and Members of the Board of the Community Development Commission (CDC).

**REPORTS:** All open session agenda items and reports as well as all documents and writings distributed to the Elected Body less than 72 hours prior to the meeting, are available for review at the entry to the Council Chambers. Regular Meetings of the Elected Body are webcast and archived on the City's website **[www.nationalcityca.gov](http://www.nationalcityca.gov)**.

**PUBLIC COMMENTS:** Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

**WRITTEN AGENDA:** With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior

to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

*Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.*

*Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.*

**COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.**



**OPEN TO THE PUBLIC**

**\*\*\*CITY COUNCIL\*\*\***

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE TO THE FLAG**

**BUSINESS RELATING TO GENERAL MUNICIPAL ELECTION NOVEMBER 8, 2016**

1. [Resolution of the City Council of the City of National City reciting the fact of the General Municipal Election held on November 8, 2016, declaring the result and such other matters as provided by law. \(City Clerk\)](#)
2. [SWEARING IN OF NEWLY ELECTED OFFICIALS - Jerry Cano - City Council, Alejandra Sotelo-Solis - City Council, Michael Dalla - City Clerk, Mitchel Beauchamp - City Treasurer](#)

**RECESS (15 - Min.)**

**ROLL CALL**

**PUBLIC ORAL COMMUNICATIONS (THREE-MINUTE TIME LIMIT)**

**PROCLAMATIONS**

**PRESENTATIONS**

3. [Employee of the Quarter 2016 - Paul Kane, Fire Engineer](#)

**INTERVIEWS/APPOINTMENTS**

4. [Selection of Vice-Mayor \(City Attorney\)](#)

**CONSENT CALENDAR**

5. [Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. \(City Clerk\)](#)
6. [Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Service Agreement between](#)

- the City of National City and MediFit Community Services LLC, doing business as EXOS, exercising the option to extend the term by 12 months ending on June 30, 2018 and to amend sections of the Agreement to reflect the actual terms and operations. (Community Services)
7. Resolution of the City Council of the City of National City, 1) awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of \$983,756.49 for the Division Street Traffic Calming Project, CIP No. 16-09; 2) authorizing a 15% contingency in the amount of \$147,563.47 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract. (Engineering/Public Works)
  8. Investment transactions for the month ended October 31, 2016. (Finance)

## **PUBLIC HEARINGS**

### **ORDINANCES FOR INTRODUCTION**

9. (A) An Ordinance of the City Council of the City of National City establishing the compensation of the Mayor and the City Council. (B) An Ordinance of the City Council of the City of National City establishing the Retiree Health Care Benefits for the Mayor and City Council. (City Attorney)

### **ORDINANCES FOR ADOPTION**

10. An Ordinance of the City Council of the City of National City amending Sections 2.60.035, 2.60.250, and 2.60.270 of the National City Municipal Code pertaining to the City Manager's Contracting Authority. (City Attorney)

### **NON CONSENT RESOLUTIONS**

11. Resolution of the City Council of the City of National City authorizing the following actions to facilitate completion of priority Capital Improvement Program (CIP) projects: 1) release of General Fund (GF) appropriations in the amount of \$990,460.24 from Civic Center Chiller, Kimball Tower Rehabilitation, George H. Waters Nutrition Center Improvements (Phases I & II), Kimball Recreation Center Roof Replacement, MLK Jr Community Center Improvements, and Casa de Salud Manuel Portillo Youth Center Improvements projects; 2) appropriate \$990,460.24 to corresponding GF expenditure accounts for Police Department Building Improvements (Phase I), ARTS Center Roof Replacement, Drainage Improvements, and Street Resurfacing projects; 3) release of Information Systems Maintenance (ISM) appropriations in the amount of \$70,171.70 from Security Card Access System and Civic Center Data Center AC projects; and 4) appropriate \$70,171.70 to corresponding ISM expenditure account

for Public Safety Cameras project for the National City Aquatic Center. (Engineering/Public Works)

12. Resolution of the City Council of the City of National City authorizing the Mayor to execute a Site Infrastructure Agreement between the City of National City and Paradise Creek II Housing Partners, L.P., a California limited partnership, to subcontract the City to perform remediation work needed on the public park component of the Westside Transit-Oriented Affordable Housing and Paradise Creek Enhancement Project and pay the City \$4,800,000 in satisfaction of Paradise Creek II Housing Partners obligation to improve said public park and establishing the appropriation and corresponding revenue budget for said Agreement. (Housing & Economic Development)

## **NEW BUSINESS**

13. Temporary Use Permit - South Bay Community Church requesting to have a shipping container for storage at 2400 Euclid Avenue from December 21, 2016 thru December 21, 2017 with no waiver of fees. (Neighborhood Services)
14. Temporary Use Permit – “Frank King’s Christmas with Kids” hosted by Christmas with Kids at 223 E. 3rd Street on December 25, 2016 from 7 a.m. to 11 a.m. The applicant has requested a waiver of fees. (Neighborhood Services)
15. Scheduling of City Council workshops related to the discussion and preparation of the City of National City’s annual budget for Fiscal Year 2018 and Five-Year Strategic Plan. (Finance)
16. Staff Report: Fiscal Year 2016 and 1st Quarter Fiscal Year 2017 Budget Review. (Finance)

## **\*\*\*COMMUNITY DEVELOPMENT COMMISSION-HOUSING AUTHORITY\*\*\***

### **PUBLIC HEARINGS - HOUSING AUTHORITY**

### **NON CONSENT RESOLUTIONS - HOUSING AUTHORITY**

### **NEW BUSINESS- HOUSING AUTHORITY**

### **STAFF REPORTS**

### **MAYOR AND CITY COUNCIL**

### **CLOSED SESSION REPORT**

### **ADJOURNMENT**

Regular Meeting - City Council/Community Development/Housing  
Authority of the City of National City - Tuesday, January 17, 2017 - 6:00  
p.m. - Council Chambers - National City, California

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City reciting the fact of the General Municipal Election held on November 8, 2016, declaring the result and such other matters as provided by law. (City Clerk)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Resolution of the City Council of the City of National City reciting the fact of the General Municipal Election held on November 8, 2016, declaring the result and such other matters as provided by law. (City Clerk)

**PREPARED BY:** Michael R. Dalla

**DEPARTMENT:** City Clerk

**PHONE:** 619-336-4226

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

Once the Registrar of Voters has canvassed the election and provided an "Official Canvass" of the returns to the City Clerk, the Council must meet and adopt a Resolution to "Declare Results" pursuant to California Election Code 15400, incorporating the "Official Canvass" into the Resolution as "Exhibit A."

**Note: Official Certification by the Registrar of Voters will not occur until after preparation of the Agenda. The Official Canvass will be distributed under separate cover as soon as it is available.**

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

**BOARD / COMMISSION RECOMMENDATION:**

**ATTACHMENTS:**

1. Resolution
2. Certified "Official Canvass" from the Registrar of Voters

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD  
ON NOVEMBER 8, 2016, DECLARING THE RESULT AND  
SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of National City, California, on Tuesday, November 8, 2016, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting precincts were properly established; election officers were appointed and in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to Resolution No. 2016-84 adopted on June 21, 2016, the San Diego County Registrar of Voters canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as Exhibit "A"

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That the names of persons voted for at the election for City Council are as follows:

ALEJANDRA SOTELO-SOLIS

JERRY CANO

JOSE RODRIGUEZ

LUIS NATIVIDAD

CANDY MORALES

DAVID GARCIA

That the names of persons voted for at the election for City Clerk are as follows:

MICHAEL R. DALLA

That the names of persons voted for at the election for City Treasurer are as follows:

R. MITCHEL BEAUCHAMP

DITAS YAMANA

SECTION 2. That the number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates were listed in Exhibit "A", attached.



SECTION 3. The City Council does declare and determine that:

ALEJANDRA SOTELO-SOLIS was elected as a Member of the City Council for the full term of four years; and

JERRY CANO was elected as a Member of the City Council for the full term of four years.

MICHAEL R. DALLA was elected as the City Clerk for the full term of four years.

R. MITCHEL BEAUCHAMP was elected as the City Treasurer for the full term of four years.

SECTION 5. That the City Clerk shall enter on the records of the City Council of the City, a statement of result of the election showing:

- (a) The whole number of votes cast in the City;
- (b) The names of the persons voted for;
- (c) For what office each person was voted for;
- (d) The number of votes given at each precinct to each person; and
- (e) The total number of votes given in the city to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California, and shall have them subscribe to it and file it in the Office of the City Clerk.

Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 20<sup>th</sup> of December, 2016.

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Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

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Michael R. Dalla, City Clerk

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George H. Eiser, III  
Interim City Attorney



**CERTIFICATION OF  
COUNTY CLERK/REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS  
OF THE NOVEMBER 8, 2016, GENERAL ELECTION**

STATE OF CALIFORNIA

COUNTY OF San Diego

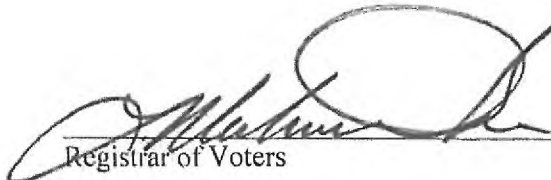
} ss.

I, Michael Vu, County Clerk/Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 8, 2016, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 8th day of December 2016

at the County of San Diego.



  
Registrar of Voters

County of San Diego  
State of California

Certification of Elections Official (11/2016)

**COUNTY OF SAN DIEGO  
PRESIDENTIAL GENERAL ELECTION**

**Tuesday, November 8, 2016**

**Official Results - (San Diego County Portion Only)**

Date:12/08/16

Time:07:52:29

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Registered Voters 1652875

Num. Report Precinct 2175 - Num. Reporting 2175 100.00%

**PRESIDENT/VICE PRESIDENT**

		<b>Total</b>	
Number of Precincts		2175	
Precincts Reporting		2175	100.0 %
Vote For		1	
Times Counted	1346513/1652875		81.5 %
Total Votes		1311618	
CLINTON/KAINE	DEM	735476	56.07%
TRUMP/PENCE	RAI	477766	36.43%
JOHNSON/WELD	LIB	51663	3.94%
STEIN/BARAKA	GRN	22820	1.74%
LA RIVA/BANKS	PF	3353	0.26%

**UNITED STATES SENATOR**

		<b>Total</b>	
Number of Precincts		2175	
Precincts Reporting		2175	100.0 %
Vote For		1	
Times Counted	1346513/1652875		81.5 %
Total Votes		1071906	
KAMALA D. HARRIS		625843	58.39%
LORETTA L. SANCHEZ		446063	41.61%

**US REPRESENTATIVE - 49th Dist.  
(San Diego Co. Portion Only)**

		<b>Total</b>	
Number of Precincts		409	
Precincts Reporting		409	100.0 %
Vote For		1	
Times Counted	245051/288312		85.0 %
Total Votes		231382	
DOUG APPELEGATE		123167	53.23%
DARRELL ISSA		108215	46.77%

**US REPRESENTATIVE - 50th Dist.  
(San Diego Co. Portion Only)**

		<b>Total</b>	
Number of Precincts		564	
Precincts Reporting		564	100.0 %
Vote For		1	
Times Counted	270466/327105		82.7 %
Total Votes		252387	
DUNCAN HUNTER		159933	63.37%
PATRICK MALLOY		92454	36.63%

**US REPRESENTATIVE - 51st Dist.  
(San Diego Co. Portion Only)**

		<b>Total</b>	
Number of Precincts		259	
Precincts Reporting		259	100.0 %
Vote For		1	
Times Counted	162500/226496		71.7 %
Total Votes		152540	
JUAN VARGAS		112606	73.82%
JUAN M. HIDALGO JR.		39934	26.18%

**US REPRESENTATIVE - 52nd Dist.**

		<b>Total</b>	
Number of Precincts		447	
Precincts Reporting		447	100.0 %
Vote For		1	
Times Counted	345893/410842		84.2 %
Total Votes		320656	
SCOTT PETERS		181253	56.53%
DENISE GITSHAM		139403	43.47%

**US REPRESENTATIVE - 53rd Dist.**

		<b>Total</b>	
Number of Precincts		496	
Precincts Reporting		496	100.0 %
Vote For		1	
Times Counted	322603/400120		80.6 %
Total Votes		296956	
SUSAN A. DAVIS		198988	67.01%
JAMES VELTMEYER		97968	32.99%

**STATE SENATE - 39th District.**

		<b>Total</b>	
Number of Precincts		608	
Precincts Reporting		608	100.0 %
Vote For		1	
Times Counted	458745/549954		83.4 %
Total Votes		413739	
TONI ATKINS		258686	62.52%
JOHN RENISON		155053	37.48%

**STATE ASSEMBLY - 71st District  
(San Diego Co. Portion Only)**

		<b>Total</b>	
Number of Precincts		391	
Precincts Reporting		391	100.0 %
Vote For		1	
Times Counted	183657/225167		81.6 %
Total Votes		151260	
RANDY VOEPEL		101280	66.96%
LEO HAMEL		49980	33.04%

**STATE ASSEMBLY - 75th District  
(San Diego Co. Portion Only)**

		<b>Total</b>	
Number of Precincts		329	
Precincts Reporting		329	100.0 %
Vote For		1	
Times Counted	145833/176200		82.8 %
Total Votes		131673	
MARIE WALDRON		81302	61.75%
ANDREW MASIEL SR.		50371	38.25%

**COUNTY OF SAN DIEGO**  
**PRESIDENTIAL GENERAL ELECTION**  
**Tuesday, November 8, 2016**  
**Official Results - (San Diego County Portion Only)**

Date:12/08/16  
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Registered Voters 1652875

Num. Report Precinct 2175 - Num. Reporting 2175 100.00%

STATE ASSEMBLY - 76th District		
	Total	
Number of Precincts	304	
Precincts Reporting	304	100.0 %
Vote For	1	
Times Counted	206422/244450	84.4 %
Total Votes	160854	
ROCKY CHAVEZ	95477	59.36%
THOMAS E. KROUSE	65377	40.64%

COUNTY BOARD OF EDUCATION		
	Total	
5TH DISTRICT	482	
Number of Precincts	482	100.0 %
Precincts Reporting	482	100.0 %
Vote For	1	
Times Counted	298576/348807	85.6 %
Total Votes	226346	
RICK SHEA	113536	50.16%
MARK WYLAND	112810	49.84%

STATE ASSEMBLY - 77th District		
	Total	
Number of Precincts	332	
Precincts Reporting	332	100.0 %
Vote For	1	
Times Counted	233316/274675	84.9 %
Total Votes	209484	
BRIAN MAIENSCHIN	121140	57.83%
MELINDA K. VASQUEZ	88344	42.17%

GROSSMONT-CUYAMACA		
	Total	
COLLEGE TA - No. 4	106	
Number of Precincts	106	100.0 %
Precincts Reporting	106	100.0 %
Vote For	1	
Times Counted	47548/56428	84.3 %
Total Votes	36691	
ELENA ADAMS	18383	50.10%
TIMOTHY L. CARUTHERS	18259	49.76%

STATE ASSEMBLY - 78th District		
	Total	
Number of Precincts	294	
Precincts Reporting	294	100.0 %
Vote For	1	
Times Counted	233777/279243	83.7 %
Total Votes	210984	
TODD GLORIA	145850	69.13%
KEVIN D. MELTON	65134	30.87%

PALOMAR COM COLLEGE		
	Total	
Number of Precincts	638	
Precincts Reporting	638	100.0 %
Vote For	3	
Times Counted	329280/393282	83.7 %
Total Votes	547553	
NANCY ANN HENSCH	118781	21.69%
NINA DEERFIELD	116307	21.24%
JOHN J. HALCON	109399	19.98%
ROSE MARIE DISHMAN	83349	15.22%
TIM FILLINGER	82683	15.10%
KEITH MIKAS	36683	6.70%

STATE ASSEMBLY - 79th District		
	Total	
Number of Precincts	296	
Precincts Reporting	296	100.0 %
Vote For	1	
Times Counted	193065/248272	77.8 %
Total Votes	174907	
SHIRLEY N. WEBER	114080	65.22%
JOHN MOORE	60827	34.78%

SAN DIEGO COM COLLEGE		
District D	Total	
Number of Precincts	576	
Precincts Reporting	576	100.0 %
Vote For	1	
Times Counted	443365/553104	80.2 %
Total Votes	318030	
MARY GRAHAM	204445	64.28%
ALYCE PIPKIN-ALLEN	112461	35.36%

STATE ASSEMBLY - 80th District		
	Total	
Number of Precincts	229	
Precincts Reporting	229	100.0 %
Vote For	1	
Times Counted	150443/204868	73.4 %
Total Votes	139572	
LORENA GONZALEZ	108655	77.85%
LINCOLN PICKARD	30917	22.15%

**COUNTY OF SAN DIEGO  
PRESIDENTIAL GENERAL ELECTION**

**Tuesday, November 8, 2016**

**Official Results - (San Diego County Portion Only)**

Date:12/08/16

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Registered Voters 1652875

Num. Report Precinct 2175 - Num. Reporting 2175 100.00%

SOUTHWESTERN COM COLLEGE			
Seat No. 3	Total		
Number of Precincts	287		
Precincts Reporting	287	100.0 %	
Vote For	1		
Times Counted	180639/233885	77.2 %	
Total Votes	154779		
ROBERTO C. ALCANTAR	60856	39.32%	
WILLIAM MCCLEROY	39015	25.21%	
CASEY TANAKA	29202	18.87%	
LEI-CHALA WILSON	15708	10.15%	
LANDER IRIARTE	9734	6.29%	

OCEANSIDE UNIFIED SCHOOL			
	Total		
Number of Precincts	59		
Precincts Reporting	59	100.0 %	
Vote For	2		
Times Counted	47937/59403	80.7 %	
Total Votes	63057		
ELEANOR J. EVANS	15281	24.23%	
MIKE BLESSING	14701	23.31%	
ADRIANNE HAKES	13287	21.07%	
BLAIR DANIELS	10511	16.67%	
BESSIE J. BRONSON	9221	14.62%	

BORRERO SPRINGS UNIFIED SCHOOL			
	Total		
Number of Precincts	3		
Precincts Reporting	3	100.0 %	
Vote For	3		
Times Counted	1390/1597	87.0 %	
Total Votes	2422		
STEVE RIEHLE	646	26.67%	
VIRGINIA JOHNSON	623	25.72%	
ARIE R KORPORAAL	590	24.36%	
VALEEN SZABO	562	23.20%	

POWAY UNIFIED SCHOOL			
	Total		
Number of Precincts	127		
Precincts Reporting	127	100.0 %	
Vote For	2		
Times Counted	97702/114039	85.7 %	
Total Votes	128562		
DARSHANA PATEL	26713	20.78%	
KIMBERLEY BEATTY	24681	19.20%	
DEBRA COOPER	21436	16.67%	
CAROL WARE	13694	10.65%	
JIMMY KARAM	12504	9.73%	
JOHN "CHAS" MORIARTY	7747	6.03%	
TERRY NORWOOD	7289	5.67%	
NICK ANASTASOPOULOS	7235	5.63%	
STANLEY RODKIN	7213	5.61%	

CORONADO UNIFIED SCHOOL (Full Term)			
	Total		
Number of Precincts	11		
Precincts Reporting	11	100.0 %	
Vote For	2		
Times Counted	9210/10572	87.1 %	
Total Votes	11207		
MARIA V. SIMON	4279	38.18%	
JULIE RUSSELL	3718	33.18%	
HELEN ANDERSON-CRUZ	3189	28.46%	

RAMONA UNIFIED SCHOOL			
	Total		
Number of Precincts	30		
Precincts Reporting	30	100.0 %	
Vote For	2		
Times Counted	17641/20798	84.8 %	
Total Votes	23718		
DARYN DRUM	9020	38.03%	
DAWN PERFECT	7913	33.36%	
JOHN RAJCIC	6756	28.48%	

CORONADO UNIFIED SCHOOL (Short Term)			
	Total		
Number of Precincts	11		
Precincts Reporting	11	100.0 %	
Vote For	1		
Times Counted	9210/10572	87.1 %	
Total Votes	6834		
ESTHER R. VALDES	4556	66.67%	
MOLLY LOUISE ZOHN	2266	33.16%	

SAN DIEGO UNIFIED SCHOOL District A			
	Total		
Number of Precincts	576		
Precincts Reporting	576	100.0 %	
Vote For	1		
Times Counted	443087/552750	80.2 %	
Total Votes	318232		
JOHN LEE EVANS	216948	68.17%	
STEPHEN GROCE	100577	31.60%	



**COUNTY OF SAN DIEGO  
PRESIDENTIAL GENERAL ELECTION**

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Num. Report Precinct 2175 - Num. Reporting 2175 100.00%

SAN DIEGO UNIFIED SCHOOL			
District D	Total		
Number of Precincts	576		
Precincts Reporting	576	100.0 %	
Vote For	1		
Times Counted	443087/552750	80.2 %	
Total Votes	284853		
RICHARD A. BARRERA	282195	99.07%	

SAN DIEGO UNIFIED SCHOOL			
District E	Total		
Number of Precincts	576		
Precincts Reporting	576	100.0 %	
Vote For	1		
Times Counted	443087/552750	80.2 %	
Total Votes	315503		
S. WHITEHURST-PAYNE	172347	54.63%	
LASHAE COLLINS	142293	45.10%	

SAN MARCOS UNIFIED SCHOOL			
	Total		
Number of Precincts	108		
Precincts Reporting	108	100.0 %	
Vote For	3		
Times Counted	51405/60785	84.6 %	
Total Votes	85864		
RANDY WALTON	17999	20.96%	
JANET MCCLEAN	17116	19.93%	
VICTOR GRAHAM	13445	15.66%	
LUCIA E. ACOSTA	13388	15.59%	
LETICIA ROBLES	13078	15.23%	
MICHAEL BROCK	10789	12.57%	

VALLEY CENTER PAUMA UNIFIED SCHOOL			
	Total		
Number of Precincts	38		
Precincts Reporting	38	100.0 %	
Vote For	2		
Times Counted	12176/14397	84.6 %	
Total Votes	15033		
BART R SCHWARZ	5251	34.93%	
MARY POLITO	5237	34.84%	
MIKE ADAMS	4544	30.23%	

VISTA UNIFIED SCHOOL			
TA - No. 1	Total		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	1		
Times Counted	13107/15887	82.5 %	
Total Votes	9825		
ROSEMARY SMITHFIELD	6156	62.66%	
ELIZABETH JAKA	3641	37.06%	

VISTA UNIFIED SCHOOL			
TA - No. 4	Total		
Number of Precincts	11		
Precincts Reporting	11	100.0 %	
Vote For	1		
Times Counted	8243/10674	77.2 %	
Total Votes	6637		
CIPRIANO VARGAS	3679	55.43%	
HEATHER EMAUS	1641	24.73%	
ANGELA D. CHUNKA	1308	19.71%	

VISTA UNIFIED SCHOOL			
TA - No. 5	Total		
Number of Precincts	26		
Precincts Reporting	26	100.0 %	
Vote For	1		
Times Counted	15932/18463	86.3 %	
Total Votes	11480		
RICHARD ALDERSON	6184	53.87%	
ROLAND BUD BALMER	5275	45.95%	

ESCONDIDO UNION HIGH SCH.			
TA - No. 4	Total		
Number of Precincts	38		
Precincts Reporting	38	100.0 %	
Vote For	1		
Times Counted	13223/16530	80.0 %	
Total Votes	10101		
DANE M. WHITE	5477	54.22%	
CESAR SERRANO	4608	45.62%	

FALLBROOK UNION HIGH SCHOOL			
	Total		
Number of Precincts	38		
Precincts Reporting	38	100.0 %	
Vote For	2		
Times Counted	18696/22518	83.0 %	
Total Votes	21637		
SHARON L. KOEHLER	8380	38.73%	
LEE J. DE MEO	6819	31.52%	
ANTONIO R. ROBLES	6420	29.67%	

JULIAN UNION HIGH SCHOOL			
	Total		
Number of Precincts	14		
Precincts Reporting	14	100.0 %	
Vote For	2		
Times Counted	2398/2736	87.6 %	
Total Votes	2938		
JENNIFER REED	1029	35.02%	
ART COLE	962	32.74%	
LINDA STRINGFELLOW	944	32.13%	

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SAN DIEGUITO UNION HIGH SCHOOL			
	Total		
Number of Precincts	172		
Precincts Reporting	172	100.0 %	
Vote For	2		
Times Counted	97897/110840	88.3 %	
Total Votes	125366		
BETH HERGESHEIMER	40339	32.18%	
JOYCE DALESSANDRO	39116	31.20%	
LUCILE HOOTON LYNCH	18950	15.12%	
RANDY BERTHOLTZ	17653	14.08%	
BOB NASCENZI	9236	7.37%	

ALPINE UNION SCHOOL			
	Total		
Number of Precincts	17		
Precincts Reporting	17	100.0 %	
Vote For	2		
Times Counted	9874/11565	85.4 %	
Total Votes	13299		
JOSEPH P. PERRICONE	3904	29.36%	
TRAVIS LYON	3156	23.73%	
LOUIS RUSSO	3132	23.55%	
CAROLINA GOULD	1937	14.57%	
JAMES LUNDQUIST	1162	8.74%	

SWEETWATER UNION HIGH TA - No. 2			
	Total		
Number of Precincts	79		
Precincts Reporting	79	100.0 %	
Vote For	1		
Times Counted	42152/52255	80.7 %	
Total Votes	34329		
KEVIN J PIKE	17005	49.54%	
ANDREW VALENCIA	8803	25.64%	
HECTOR ROMERO	8444	24.60%	

BONSALL UNIFIED SCHOOL			
	Total		
Number of Precincts	40		
Precincts Reporting	40	100.0 %	
Vote For	2		
Times Counted	8887/10384	85.6 %	
Total Votes	9806		
ERIN MARIE ENGLISH	3398	34.65%	
RICHARD OLSON	3274	33.39%	
RICHARD "BUCK" SMITH	2949	30.07%	

GROSSMONT UNION HIGH SCH. TA - No. 1			
	Total		
Number of Precincts	72		
Precincts Reporting	72	100.0 %	
Vote For	1		
Times Counted	35458/46471	76.3 %	
Total Votes	28606		
CHRIS FITE	9240	32.30%	
STEVE BABBITT	7176	25.09%	
RICHARD A. PRECIADO	6563	22.94%	
ROLLAND E SLADE	5559	19.43%	

CAJON VALLEY UNION SCHOOL			
	Total		
Number of Precincts	124		
Precincts Reporting	124	100.0 %	
Vote For	2		
Times Counted	60271/76135	79.2 %	
Total Votes	75471		
KAREN CLARK-MEJIA	23298	30.87%	
JIM MILLER	21427	28.39%	
MICHAEL L. GEORGE	15870	21.03%	
RAMONA IRWIN	8362	11.08%	
DEVORAH ANN FOX	6453	8.55%	

GROSSMONT UNION HIGH SCH. TA - No. 2			
	Total		
Number of Precincts	81		
Precincts Reporting	81	100.0 %	
Vote For	1		
Times Counted	45530/54647	83.3 %	
Total Votes	34430		
ELVA SALINAS	11952	34.71%	
JIM STIERINGER	9587	27.84%	
KEVIN G CONOVER	9281	26.96%	
ODAY YOUSIF JR.	3567	10.36%	

CHULA VISTA ELEMENTARY Seat No. 2			
	Total		
Number of Precincts	195		
Precincts Reporting	195	100.0 %	
Vote For	1		
Times Counted	117878/149583	78.8 %	
Total Votes	99288		
ARMANDO FARIAS	33611	33.85%	
MICHAEL D. JACKSON	31233	31.46%	
ROSA MARIA ROBLES	16039	16.15%	
WILLARD "DOC" HOWARD	13310	13.41%	
HANS D'OLEIRE	4918	4.95%	

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CHULA VISTA ELEMENTARY			
Seat No. 4	Total		
Number of Precincts	195		
Precincts Reporting	195	100.0 %	
Vote For	1		
Times Counted	117878/149583	78.8 %	
Total Votes	96906		
LAURIE K. HUMPHREY	56375	58.17%	
GLENDORA M. TREMPER	40239	41.52%	

JAMUL-DULZURA UNION			
SCHOOL	Total		
Number of Precincts	14		
Precincts Reporting	14	100.0 %	
Vote For	2		
Times Counted	4826/5672	85.1 %	
Total Votes	5449		
SAM MANIS	2075	38.08%	
JOSH BUTNER	2025	37.16%	
SHEA QUINCI	1337	24.54%	

DEL MAR UNION			
SCHOOL	Total		
Number of Precincts	30		
Precincts Reporting	30	100.0 %	
Vote For	2		
Times Counted	22540/25912	87.0 %	
Total Votes	23870		
ERICA HALPERN	10624	44.51%	
STEPHEN COCHRANE	6707	28.10%	
DARREN GRETHER	6513	27.29%	

LA MESA-SPRING VALLEY			
SCHOOL	Total		
Number of Precincts	103		
Precincts Reporting	103	100.0 %	
Vote For	2		
Times Counted	59454/73479	80.9 %	
Total Votes	67977		
EMMA TURNER	19771	29.08%	
JIM LONG	17405	25.60%	
JERRY LECKO	16281	23.95%	
JAY STEIGER	14429	21.23%	

ENCINITAS UNION			
SCHOOL	Total		
Number of Precincts	69		
Precincts Reporting	69	100.0 %	
Vote For	2		
Times Counted	43014/48330	89.0 %	
Total Votes	53900		
RIMGA VISKANTA	14104	26.17%	
LESLIE SCHNEIDER	13818	25.64%	
PATRICIA S. SINAY	13281	24.64%	
ANNE-K PINGREE	12667	23.50%	

LAKESIDE UNION			
SCHOOL	Total		
Number of Precincts	32		
Precincts Reporting	32	100.0 %	
Vote For	2		
Times Counted	19107/23310	82.0 %	
Total Votes	25335		
RHONDA TAYLOR	8125	32.07%	
JOHN V. BUTZ	4814	19.00%	
BRIAN STEARNS	4760	18.79%	
TWILA C. GODLEY	4450	17.56%	
KEITH HILDRETH	3163	12.48%	

ESCONDIDO UNION SCHOOL			
TA - No. 1	Total		
Number of Precincts	11		
Precincts Reporting	11	100.0 %	
Vote For	1		
Times Counted	5451/7861	69.3 %	
Total Votes	4457		
DOUG PAULSON	3150	70.68%	
GIOVANNY MIRANDA	1297	29.10%	

NATIONAL			
SCHOOL	Total		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	2		
Times Counted	15620/21911	71.3 %	
Total Votes	17890		
BARBARA AVALOS	9832	54.96%	
BRIAN CLAPPER	5030	28.12%	
SHERYLL CELLADORA	2993	16.73%	

ESCONDIDO UNION SCHOOL			
TA - No. 3	Total		
Number of Precincts	26		
Precincts Reporting	26	100.0 %	
Vote For	1		
Times Counted	13655/16685	81.8 %	
Total Votes	9902		
JOE MUGA	6475	65.39%	
MIREK K. GORNY	3401	34.35%	

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<b>RANCHO SANTA FE SCHOOL</b>	<b>Total</b>	
Number of Precincts	16	
Precincts Reporting	16	100.0 %
Vote For	3	
Times Counted	3817/4292	88.9 %
Total Votes	6375	
TYLER SELTZER	1481	23.23%
SARAH A. NEAL	1250	19.61%
SCOTT D. KAHN	1033	16.20%
ELISE L. DUFRESNE	814	12.77%
JEE MANGHANI	768	12.05%
KYLE JONES	652	10.23%
CHRISTOPHER S. BLATT	375	5.88%

<b>SAN PASQUAL UNION SCHOOL</b>	<b>Total</b>	
Number of Precincts	17	
Precincts Reporting	17	100.0 %
Vote For	2	
Times Counted	1720/2024	85.0 %
Total Votes	1930	
ANGIE BAKER	726	37.62%
TIMOTHY SPIVEY	634	32.85%
CHERIE GRAVES	568	29.43%

<b>SAN YSIDRO SCHOOL (Short Term)</b>	<b>Total</b>	
Number of Precincts	21	
Precincts Reporting	21	100.0 %
Vote For	1	
Times Counted	11284/15719	71.8 %
Total Votes	10167	
IRENE LOPEZ	7204	70.86%
STEVEN KINNEY	2949	29.01%

<b>SOUTH BAY UNION SCHOOL</b>	<b>Total</b>	
Number of Precincts	32	
Precincts Reporting	32	100.0 %
Vote For	2	
Times Counted	26670/36132	73.8 %
Total Votes	30249	
CHERYL QUINONES	11085	36.65%
B. ELLIOTT-SANDERS	9531	31.51%
TOM SCHAAF	5985	19.79%
KEVIN A DROLET	3607	11.92%

<b>SPENCER VALLEY SCHOOL (Short Term)</b>	<b>Total</b>	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Vote For	1	
Times Counted	283/318	89.0 %
Total Votes	161	
CAROL M. FRAUSTO	108	67.08%
CRISTI LEWIS	53	32.92%

<b>VALLECITOS SCHOOL</b>	<b>Total</b>	
Number of Precincts	5	
Precincts Reporting	5	100.0 %
Vote For	2	
Times Counted	917/1112	82.5 %
Total Votes	969	
MICHELLE LALONDE	369	38.08%
RAE LYNN HEILBRONN	325	33.54%
PAUL T. GEORGANTAS	273	28.17%

<b>BOARD OF SUPERVISORS DISTRICT NO. 3</b>	<b>Total</b>	
Number of Precincts	423	
Precincts Reporting	423	100.0 %
Vote For	1	
Times Counted	286810/339869	84.4 %
Total Votes	229538	
KRISTIN GASPAS	115295	50.23%
DAVE ROBERTS	114023	49.67%

<b>CITY OF CARLSBAD CITY COUNCIL</b>	<b>Total</b>	
Number of Precincts	87	
Precincts Reporting	87	100.0 %
Vote For	2	
Times Counted	61603/70152	87.8 %
Total Votes	91142	
KEITH BLACKBURN	21671	23.78%
CORI SCHUMACHER	18624	20.43%
LORRAINE M. WOOD	17924	19.67%
ANN TANNER	15287	16.77%
BILL FOWLER	7982	8.76%
MELANIE BURKHOLDER	5252	5.76%
BRANDON ROWLEY	4357	4.78%



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<b>CITY OF CHULA VISTA</b>	
<b>CITY COUNCIL - Dist. No. 3</b>	<b>Total</b>
Number of Precincts	39
Precincts Reporting	39 100.0 %
Vote For	1
Times Counted	25789/32604 79.1 %
Total Votes	22773
STEVE PADILLA	12720 55.86%
JASON PAGUIO	10016 43.98%

<b>CITY OF CHULA VISTA</b>	
<b>CITY COUNCIL - Dist. No. 4</b>	<b>Total</b>
Number of Precincts	30
Precincts Reporting	30 100.0 %
Vote For	1
Times Counted	21554/29077 74.1 %
Total Votes	19588
MIKE DIAZ	10205 52.10%
RUDY RAMIREZ	9358 47.77%

<b>CITY OF CORONADO</b>	
<b>MAYOR</b>	<b>Total</b>
Number of Precincts	12
Precincts Reporting	12 100.0 %
Vote For	1
Times Counted	9210/10572 87.1 %
Total Votes	8541
RICHARD BAILEY	4772 55.87%
CARRIE DOWNEY	3760 44.02%

<b>CITY OF CORONADO</b>	
<b>CITY COUNCIL</b>	<b>Total</b>
Number of Precincts	12
Precincts Reporting	12 100.0 %
Vote For	2
Times Counted	9210/10572 87.1 %
Total Votes	13326
WHITNEY BENZIAN	4395 32.98%
MIKE DONOVAN	3812 28.61%
MARVIN HEINZE	2763 20.73%
DERIK J. MUNDT	1400 10.51%
RONALD A. HAUSER	937 7.03%

<b>CITY OF DEL MAR</b>	
<b>CITY COUNCIL</b>	<b>Total</b>
Number of Precincts	6
Precincts Reporting	6 100.0 %
Vote For	3
Times Counted	2811/3124 90.0 %
Total Votes	6493
DAVE DRUKER	1368 21.07%
ELLIE HAVILAND	1246 19.19%
SHERRYL PARKS	1201 18.50%
T. PATRICK STUBBS	1075 16.56%
JIM BENEDICT	869 13.38%
AL CORTI	723 11.14%

<b>CITY OF EL CAJON</b>	
<b>CITY COUNCIL</b>	<b>Total</b>
Number of Precincts	62
Precincts Reporting	62 100.0 %
Vote For	3
Times Counted	31770/41566 76.4 %
Total Votes	62659
W.E. "BOB" MCCLELLAN	8687 13.86%
BEN KALASHO	8015 12.79%
STEVE GOBLE	7905 12.62%
STAR BALES	6744 10.76%
STEPHANIE L. HARPER	6452 10.30%
VICKIE BUTCHER	5752 9.18%
PAUL CIRCO	5649 9.02%
HUMBERT CABRERA	5323 8.50%
JOSEPH R. FOUNTAIN	4438 7.08%
GEORGE V. GLOVER	3659 5.84%

<b>CITY OF ENCINITAS</b>	
<b>MAYOR</b>	<b>Total</b>
Number of Precincts	52
Precincts Reporting	52 100.0 %
Vote For	1
Times Counted	35818/40371 88.7 %
Total Votes	31389
CATHERINE BLAKESPEAR	21083 67.17%
PAUL GASPAR	10270 32.72%

<b>CITY OF ENCINITAS</b>	
<b>CITY COUNCIL</b>	<b>Total</b>
Number of Precincts	52
Precincts Reporting	52 100.0 %
Vote For	3
Times Counted	35818/40371 88.7 %
Total Votes	64231
TONY KRANZ	14511 22.59%
T. BOERNER HORVATH	14051 21.88%
MARK MUIR	13553 21.10%
PHIL GRAHAM	11088 17.26%
TONY BRANDENBURG	10945 17.04%

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<b>CITY OF ESCONDIDO</b>		
<b>CITY COUNCIL - Dist. No. 3</b>	<b>Total</b>	
Number of Precincts	22	
Precincts Reporting	22	100.0 %
Vote For	1	
Times Counted	11479/14784	77.6 %
Total Votes	10018	
OLGA DIAZ	5982	59.71%
JOSE "JOE" GARCIA	4027	40.20%

<b>CITY OF LA MESA</b>		
<b>CITY COUNCIL</b>	<b>Total</b>	
Number of Precincts	37	
Precincts Reporting	37	100.0 %
Vote For	2	
Times Counted	27569/33579	82.1 %
Total Votes	34317	
KRISTINE C. ALESSIO	12252	35.70%
COLIN PARENT	11912	34.71%
RUTH STERLING	10107	29.45%

<b>CITY OF ESCONDIDO</b>		
<b>CITY COUNCIL - Dist. No. 4</b>	<b>Total</b>	
Number of Precincts	23	
Precincts Reporting	23	100.0 %
Vote For	1	
Times Counted	15160/18530	81.8 %
Total Votes	12281	
MIKE MORASCO	7546	61.44%
INGRID RAINEY	4719	38.43%

<b>CITY OF LEMON GROVE</b>		
<b>MAYOR</b>	<b>Total</b>	
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Vote For	1	
Times Counted	10236/13564	75.5 %
Total Votes	9238	
RACQUEL VASQUEZ	4036	43.69%
GEORGE GASTIL	3786	40.98%
TERESA A. ROSIAK	1401	15.17%

<b>CITY OF ESCONDIDO</b>		
<b>CITY TREASURER</b>	<b>Total</b>	
Number of Precincts	87	
Precincts Reporting	87	100.0 %
Vote For	1	
Times Counted	50137/63019	79.6 %
Total Votes	39739	
DOUGLAS W. SHULTZ	14339	36.08%
JOHN TRUDELL	10168	25.59%
BLAISE J. JACKSON	6925	17.43%
RYAN T. CLARK	5755	14.48%
ROBROY R. FAWCETT	2513	6.32%

<b>CITY OF LEMON GROVE</b>		
<b>CITY COUNCIL</b>	<b>Total</b>	
Number of Precincts	14	
Precincts Reporting	14	100.0 %
Vote For	2	
Times Counted	10236/13564	75.5 %
Total Votes	14352	
DAVID ARAMBULA	3156	21.99%
MATT MENDOZA	3026	21.08%
JERRY SELBY	2145	14.95%
MICHAEL E. SUMMERS	2136	14.88%
STEVE BROWNE	2131	14.85%
CHARLENE MCADORY	1126	7.85%
GLENN A. THORNTON JR	622	4.33%

<b>CITY OF IMPERIAL BEACH</b>		
<b>CITY COUNCIL</b>	<b>Total</b>	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	2	
Times Counted	9056/12169	74.4 %
Total Votes	12613	
MARK WEST	3485	27.63%
BOBBY PATTON	3198	25.35%
TIM O'NEAL	2042	16.19%
JULIE BEHRENS	1530	12.13%
MOISES CAMACHO	1367	10.84%
M. SANCHEZ-HUFFMAN	977	7.75%

<b>CITY OF NATIONAL CITY</b>		
<b>CITY COUNCIL</b>	<b>Total</b>	
Number of Precincts	23	
Precincts Reporting	23	100.0 %
Vote For	2	
Times Counted	15662/21994	71.2 %
Total Votes	20986	
A. SOTELO-SOLIS	5697	27.15%
JERRY CANO	3777	18.00%
JOSE RODRIGUEZ	3699	17.63%
LUIS NATIVIDAD	3225	15.37%
CANDY MORALES	2724	12.98%
DAVID GARCIA	1833	8.73%

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<b>CITY OF NATIONAL CITY</b>		
<b>CITY CLERK</b>	<b>Total</b>	
Number of Precincts	23	
Precincts Reporting	23	100.0 %
Vote For	1	
Times Counted	15662/21994	71.2 %
Total Votes	12784	
<b>MICHAEL "MIKE" DALLA</b>	12666	99.08%

<b>CITY OF OCEANSIDE</b>		
<b>CITY CLERK</b>	<b>Total</b>	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Vote For	1	
Times Counted	72291/87612	82.5 %
Total Votes	52812	
<b>ZACK BECK</b>	52470	99.35%

<b>CITY OF NATIONAL CITY</b>		
<b>CITY TREASURER</b>	<b>Total</b>	
Number of Precincts	23	
Precincts Reporting	23	100.0 %
Vote For	1	
Times Counted	15662/21994	71.2 %
Total Votes	13675	
<b>R. MITCHEL BEAUCHAMP</b>	8757	64.04%
<b>D DELOSSANTOS YAMANE</b>	4873	35.63%

<b>CITY OF OCEANSIDE</b>		
<b>CITY TREASURER</b>	<b>Total</b>	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Vote For	1	
Times Counted	72291/87612	82.5 %
Total Votes	57512	
<b>GARY M. ERNST</b>	29622	51.51%
<b>NADINE SCOTT</b>	27766	48.28%

<b>CITY OF OCEANSIDE</b>		
<b>MAYOR</b>	<b>Total</b>	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Vote For	1	
Times Counted	72291/87612	82.5 %
Total Votes	62762	
<b>JIM WOOD</b>	39573	63.05%
<b>JIM GIBSON</b>	14734	23.48%
<b>CYNTHIA ROCCO</b>	3764	6.00%
<b>RICK KRATCOSKI</b>	2650	4.22%
<b>GEORGE KERPAI</b>	1954	3.11%

<b>CITY OF POWAY</b>		
<b>CITY COUNCIL</b>	<b>Total</b>	
Number of Precincts	32	
Precincts Reporting	32	100.0 %
Vote For	2	
Times Counted	25185/29173	86.3 %
Total Votes	36425	
<b>JIM CUNNINGHAM</b>	9542	26.20%
<b>BARRY LEONARD</b>	6291	17.27%
<b>JULIE BENDINELLI</b>	3820	10.49%
<b>JOE CALABRESE</b>	3133	8.60%
<b>AMY ROMAKER</b>	2905	7.98%
<b>JONATHAN "JON" RYAN</b>	2680	7.36%
<b>SEAN FINLEY</b>	2603	7.15%
<b>CHRIS OLPS</b>	2337	6.42%
<b>TORREY POWERS</b>	1696	4.66%
<b>JOHN MC CONNIN</b>	1397	3.84%

<b>CITY OF OCEANSIDE</b>		
<b>CITY COUNCIL</b>	<b>Total</b>	
Number of Precincts	98	
Precincts Reporting	98	100.0 %
Vote For	2	
Times Counted	72291/87612	82.5 %
Total Votes	105781	
<b>ESTHER SANCHEZ</b>	25851	24.44%
<b>JACK FELLER</b>	22903	21.65%
<b>LINDA GONZALES</b>	18242	17.25%
<b>STEVE HASTY</b>	13850	13.09%
<b>WARD O'DOHERTY</b>	10946	10.35%
<b>VICTOR ROY</b>	10847	10.25%
<b>DANIEL DUMOUCHEL</b>	3062	2.89%

<b>CITY OF SAN DIEGO</b>		
<b>CITY ATTORNEY</b>	<b>Total</b>	
Number of Precincts	769	
Precincts Reporting	769	100.0 %
Vote For	1	
Times Counted	577049/716454	80.5 %
Total Votes	465857	
<b>MARA ELLIOTT</b>	267122	57.34%
<b>ROBERT HICKEY</b>	198735	42.66%

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<b>CITY OF SAN DIEGO</b>	
<b>CITY COUNCIL - Dist. No. 1</b>	<b>Total</b>
Number of Precincts	99
Precincts Reporting	99 100.0 %
Vote For	1
Times Counted	74197/86053 86.2 %
Total Votes	58775
BARBARA BRY	38470 65.45%
RAY ELLIS	20305 34.55%

<b>CITY OF SOLANA BEACH</b>	
<b>CITY COUNCIL</b>	<b>Total</b>
Number of Precincts	14
Precincts Reporting	14 100.0 %
Vote For	3
Times Counted	7684/8611 89.2 %
Total Votes	16252
DAVID ZITO	3820 23.50%
JEWEL EDSON	3422 21.06%
JUDY HEGENAUER	3378 20.79%
CHRIS HOHN	2174 13.38%
CYNTHIA WALSH	2154 13.25%
EDWARD SIEGEL	1294 7.96%

<b>CITY OF SAN DIEGO</b>	
<b>CITY COUNCIL - Dist. No. 9</b>	<b>Total</b>
Number of Precincts	65
Precincts Reporting	65 100.0 %
Vote For	1
Times Counted	44586/62141 71.7 %
Total Votes	36658
GEORGETTE GOMEZ	20075 54.76%
RICARDO FLORES	16583 45.24%

<b>CITY OF VISTA</b>	
<b>CITY COUNCIL</b>	<b>Total</b>
Number of Precincts	49
Precincts Reporting	49 100.0 %
Vote For	2
Times Counted	32784/40837 80.3 %
Total Votes	47113
AMANDA RIGBY	9294 19.73%
JOE GREEN	8577 18.21%
DALE PILAT	7363 15.63%
CODY W. CAMPBELL	7284 15.46%
ERUBEY LOPEZ	6455 13.70%
TOM FLEMING	5310 11.27%
VICTORIA WAUFLE	2805 5.95%

<b>CITY OF SAN MARCOS</b>	
<b>CITY COUNCIL</b>	<b>Total</b>
Number of Precincts	63
Precincts Reporting	63 100.0 %
Vote For	2
Times Counted	34901/41706 83.7 %
Total Votes	45450
REBECCA D. JONES	17148 37.73%
SHARON JENKINS	14349 31.57%
MATT STACK	7148 15.73%
RJ HERNANDEZ	6770 14.90%

<b>ALPINE FIRE PROTECTION</b>	
	<b>Total</b>
Number of Precincts	12
Precincts Reporting	12 100.0 %
Vote For	2
Times Counted	8236/9622 85.6 %
Total Votes	9405
THOMAS "JAMES" MANN	3035 32.27%
STEVE TAYLOR	2012 21.39%
JENNIFER MARTINEZ	1944 20.67%
SHAWN DAVID LARKIN	1345 14.30%
GLENDA L. ARCHER	1056 11.23%

<b>CITY OF SANTEE</b>	
<b>MAYOR</b>	<b>Total</b>
Number of Precincts	39
Precincts Reporting	39 100.0 %
Vote For	1
Times Counted	26716/31928 83.7 %
Total Votes	23676
JOHN W. MINTO	12716 53.71%
ROB MCNELIS	10889 45.99%

<b>CITY OF SANTEE</b>	
<b>CITY COUNCIL</b>	<b>Total</b>
Number of Precincts	39
Precincts Reporting	39 100.0 %
Vote For	1
Times Counted	26716/31928 83.7 %
Total Votes	23246
STEPHEN HOULAHAN	9882 42.51%
DUSTIN TROTTER	6784 29.18%
MASON HERRON	6550 28.18%



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FALLBROOK CPA			
	Total		
Number of Precincts	42		
Precincts Reporting	42	100.0 %	
Vote For	8		
Times Counted	19830/23421	84.7 %	
Total Votes	58939		
ROY MOOSA	8681	14.73%	
LEE J. DE MEO	7283	12.36%	
DONNA T. GEBHART	7246	12.29%	
WILLIAM LEACH	6924	11.75%	
WILLIAM A. OCONNOR	6317	10.72%	
JACK F. WOOD	6212	10.54%	
JAMES "JIM" LOGE	6106	10.36%	
KAREL HANSON	5461	9.27%	
RICHARD BILLBURG	4646	7.88%	

FALLBROOK PUBLIC UTILITY			
Div. No. 1	Total		
Number of Precincts	7		
Precincts Reporting	7	100.0 %	
Vote For	1		
Times Counted	3782/4373	86.5 %	
Total Votes	2568		
ALVIN W. GEBHART	1400	54.52%	
ROBERT D. ANDERSON	1162	45.25%	

FALLBROOK PUBLIC UTILITY			
Div. No. 4	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Vote For	1		
Times Counted	3245/3757	86.4 %	
Total Votes	2439		
DON B MCDOUGAL	1279	52.44%	
MARILEE LOWE	1153	47.27%	

GROSSMONT HEALTHCARE			
	Total		
Number of Precincts	409		
Precincts Reporting	409	100.0 %	
Vote For	3		
Times Counted	216054/265978	81.2 %	
Total Votes	351027		
VIRGINIA HALL	88930	25.33%	
MICHAEL A EMERSON	66967	19.08%	
W.R. BOB AYRES	59221	16.87%	
PRISCILLA SCHREIBER	56038	15.96%	
ART MADRID	48956	13.95%	
JIMMY L. PARKER	30588	8.71%	

HELIX WATER			
Div. No. 1	Total		
Number of Precincts	42		
Precincts Reporting	42	100.0 %	
Vote For	1		
Times Counted	20822/26475	78.6 %	
Total Votes	15860		
LUIS "LU" P. TEJEDA	5636	35.54%	
DAN MCMILLAN	5451	34.37%	
JOHN B LINDEN	3963	24.99%	
AARON ZAJAC	795	5.01%	

HELIX WATER			
Div. No. 3	Total		
Number of Precincts	33		
Precincts Reporting	33	100.0 %	
Vote For	1		
Times Counted	20450/26994	75.8 %	
Total Votes	15755		
MARK GRACYK	9071	57.58%	
ERIK COLLINS	3841	24.38%	
CHUCK MUSE	2795	17.74%	

JACUMBA CSD			
	Total		
Number of Precincts	1		
Precincts Reporting	1	100.0 %	
Vote For	2		
Times Counted	144/195	73.8 %	
Total Votes	190		
PATRICIA A. FAUBLE	79	41.58%	
RICHARD HENRY ALCORN	67	35.26%	
G. DAVID MOSS	44	23.16%	

JULIAN-CUYAMACA FIRE			
	Total		
Number of Precincts	6		
Precincts Reporting	6	100.0 %	
Vote For	3		
Times Counted	1961/2217	88.5 %	
Total Votes	3543		
BRIAN KRAMER	1146	32.35%	
HARRY C. SEIFERT	989	27.91%	
AIDA TUCKER	809	22.83%	
ALAN H MARVIN	594	16.77%	

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LAKESIDE WATER DISTRICT			
Div. No. 4	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Vote For	1		
Times Counted	2297/2968	77.4 %	
Total Votes	1818		
STEVE ROBAK	1010	55.56%	
BROOKS BOULTER	806	44.33%	

OTAY WATER			
Div. No. 5	Total		
Number of Precincts	53		
Precincts Reporting	53	100.0 %	
Vote For	1		
Times Counted	21323/25059	85.1 %	
Total Votes	15640		
MARK ROBAK	8887	56.82%	
DAVID T. CHARLES	6729	43.02%	

LEUCADIA WASTEWATER			
	Total		
Number of Precincts	49		
Precincts Reporting	49	100.0 %	
Vote For	3		
Times Counted	35411/39793	89.0 %	
Total Votes	50671		
JUDY HANSON	14850	29.31%	
DONALD F. OMSTED	13483	26.61%	
ALLAN H. JULIUSSEN	12753	25.17%	
SCOTT LILJEGREN	9544	18.84%	

PALOMAR HEALTH			
	Total		
Number of Precincts	403		
Precincts Reporting	403	100.0 %	
Vote For	3		
Times Counted	222630/265659	83.8 %	
Total Votes	359652		
JEFF GRIFFITH	75911	21.11%	
DOUG MOIR	62366	17.34%	
JOY GORZEMAN	59964	16.67%	
AERON D. WICKES	57723	16.05%	
LINDA CAROL GREER	57629	16.02%	
DALE E. BARDIN	45831	12.74%	

OLIVENHAIN MUNI WATER			
Div. No. 2	Total		
Number of Precincts	16		
Precincts Reporting	16	100.0 %	
Vote For	1		
Times Counted	8341/9235	90.3 %	
Total Votes	5545		
LAWRENCE A. WATT	2755	49.68%	
ERIC K. ARMSTRONG	2270	40.94%	
LOU LOLLIO	519	9.36%	

PAUMA VALLEY CSD			
	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Vote For	2		
Times Counted	369/401	92.0 %	
Total Votes	578		
BILL J SCHULTZ	236	40.83%	
HEIDI PERSON	194	33.56%	
CHARLES MATHEWS	146	25.26%	

OTAY WATER			
Div. No. 2	Total		
Number of Precincts	30		
Precincts Reporting	30	100.0 %	
Vote For	1		
Times Counted	14934/18627	80.2 %	
Total Votes	12774		
MITCH THOMPSON	7082	55.44%	
PAULA WHITSELL	5667	44.36%	

RAINBOW MUNICIPAL WATER			
Div. No. 2	Total		
Number of Precincts	17		
Precincts Reporting	17	100.0 %	
Vote For	1		
Times Counted	2336/2638	88.6 %	
Total Votes	1574		
C. HAYDEN HAMILTON	843	53.56%	
RICHARD BIGLEY	727	46.19%	

OTAY WATER			
Div. No. 4	Total		
Number of Precincts	27		
Precincts Reporting	27	100.0 %	
Vote For	1		
Times Counted	17762/21804	81.5 %	
Total Votes	14472		
HECTOR R. GASTELUM	8126	56.15%	
JOSE A. LOPEZ	6311	43.61%	

RAINBOW MUNICIPAL WATER			
Div. No. 5	Total		
Number of Precincts	9		
Precincts Reporting	9	100.0 %	
Vote For	1		
Times Counted	1944/2333	83.3 %	
Total Votes	1421		
MICHAEL P MACK	777	54.68%	
DENNIS A. SANFORD	642	45.18%	

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RAMONA CPA			
	Total		
Number of Precincts	34		
Precincts Reporting	34	100.0 %	
Vote For	8		
Times Counted	17931/21136	84.8 %	
Total Votes	61752		
CHRISTOPHER HOLLOWAY	6243	10.11%	
DAN SUMMERS	6004	9.72%	
CASEY ROBERT LYNCH	5242	8.49%	
RICHARD S TOMLINSON	5091	8.24%	
JIM COOPER	4811	7.79%	
DONNA F. MYERS	4763	7.71%	
PAUL STYKEL	4185	6.78%	
TORRY BREAN	4107	6.65%	
ROBIN JOY MAXSON	4092	6.63%	
RICK REILING	3961	6.41%	
JEFFREY R. LECLAIR	3695	5.98%	
SALLY WESTBROOK	3667	5.94%	
DWIGHT WEBSTER	3403	5.51%	
KEVIN F. WALLACE	2369	3.84%	

RAMONA MUNICIPAL WATER			
Div. No. 3	Total		
Number of Precincts	7		
Precincts Reporting	7	100.0 %	
Vote For	1		
Times Counted	3771/4444	84.9 %	
Total Votes	3133		
THOMAS N. ACE	1692	54.01%	
JIM PIVA	1433	45.74%	

RAMONA MUNICIPAL WATER			
Div. No. 5	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Vote For	1		
Times Counted	3804/4396	86.5 %	
Total Votes	3109		
BRYAN A. WADLINGTON	1118	35.96%	
DOUG KAFKA	1001	32.20%	
GARY HURST	974	31.33%	

SAN MIGUEL CONSOLIDATED			
	Total		
FIRE PROTECTION	109		
Number of Precincts	109	100.0 %	
Precincts Reporting	109		
Vote For	4		
Times Counted	53381/66040	80.8 %	
Total Votes	122556		
KIM RADDATZ	22916	18.70%	
JEFFREY L. NELSON	18363	14.98%	
WILLIAM A. KIEL	15393	12.56%	
DAVE RICKARDS	13671	11.15%	
KARRIE JOHNSTON	13344	10.89%	
CHARLIE CLEAVES	12564	10.25%	
RICHARD J. AUGUSTINE	10887	8.88%	
EVERETT EVLETH	7972	6.50%	
RANDY DIBB	7368	6.01%	

SANTA FE IRRIGATION			
Div. No. 1	Total		
Number of Precincts	10		
Precincts Reporting	10	100.0 %	
Vote For	1		
Times Counted	2520/2802	89.9 %	
Total Votes	1715		
KENNETH DUNFORD	973	56.73%	
DEREK CLOTFELTER	740	43.15%	

SANTA FE IRRIGATION			
Div. No. 2	Total		
Number of Precincts	5		
Precincts Reporting	5	100.0 %	
Vote For	1		
Times Counted	2227/2498	89.2 %	
Total Votes	1556		
DAVID G. PETREE	1103	70.89%	
ROBERT FEHER	451	28.98%	

SOUTH BAY IRRIGATION			
Div. No. 2	Total		
Number of Precincts	13		
Precincts Reporting	13	100.0 %	
Vote For	1		
Times Counted	8179/11458	71.4 %	
Total Votes	7108		
JOSE F. CERDA	4348	61.17%	
JOHN VOGEL	2741	38.56%	

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SOUTH BAY IRRIGATION		
Div. No. 3	Total	
Number of Precincts	20	
Precincts Reporting	20	100.0 %
Vote For	1	
Times Counted	11084/13964	79.4 %
Total Votes	9204	
JOSE PRECIADO	5464	59.37%
DANIEL MUNOZ	3715	40.36%

VALLECITOS WATER		
Div. No. 4	Total	
Number of Precincts	28	
Precincts Reporting	28	100.0 %
Vote For	1	
Times Counted	11166/12878	86.7 %
Total Votes	8021	
MIKE A SANNELLA	5794	72.24%
A.J. VAN DE VEN	2201	27.44%

SOUTH BAY IRRIGATION		
Div. No. 5	Total	
Number of Precincts	44	
Precincts Reporting	44	100.0 %
Vote For	1	
Times Counted	11618/14090	82.5 %
Total Votes	9277	
JOSIE CALDERON SCOTT	5082	54.78%
ERNESTO L. ZAMUDIO	4169	44.94%

VALLECITOS WATER		
Div. No. 5	Total	
Number of Precincts	20	
Precincts Reporting	20	100.0 %
Vote For	1	
Times Counted	9333/10754	86.8 %
Total Votes	6773	
HAL MARTIN	4221	62.32%
WAYNE LUDWIG	2545	37.58%

TRI-CITY HEALTHCARE		
	Total	
Number of Precincts	206	
Precincts Reporting	206	100.0 %
Vote For	4	
Times Counted	143577/173065	83.0 %
Total Votes	310989	
LEIGH ANNE GRASS	57381	18.45%
LARRY W SCHALLOCK	42188	13.57%
ROSEMARIE V. RENO	42182	13.56%
JULIE NYGAARD	31619	10.17%
RAMONA FINNILA	30444	9.79%
DAN HUGHES	30134	9.69%
DONNA RENCSAK	30071	9.67%
FRANK GOULD	24006	7.72%
MARGGIE CASTELLANO	22759	7.32%

VALLEY CENTER CPA		
	Total	
Number of Precincts	22	
Precincts Reporting	22	100.0 %
Vote For	8	
Times Counted	10166/11964	85.0 %
Total Votes	29171	
ANN G. QUINLEY	4018	13.77%
OLIVER J. SMITH	3929	13.47%
JEANA BOULOS	3602	12.35%
WILLIAM DEL PILAR	3521	12.07%
SUE JANISCH	3262	11.18%
ASHLY JEAN MELLOR	3121	10.70%
MARY GAINES	2942	10.09%
KATHY MACKENZIE	2528	8.67%
MICHAEL BLOBE	2226	7.63%

VALLECITOS WATER		
Div. No. 1	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Vote For	1	
Times Counted	9633/11369	84.7 %
Total Votes	7458	
BETTY D. EVANS	3099	41.55%
MICHAEL D. HUNSAKER	2895	38.82%
KELLY CREWS	1456	19.52%

VALLEY CENTER FIRE		
	Total	
Number of Precincts	19	
Precincts Reporting	19	100.0 %
Vote For	2	
Times Counted	8910/10544	84.5 %
Total Votes	11092	
MICHAEL O'CONNOR	4490	40.48%
JIM WOLD	3822	34.46%
WEAVER C SIMONSEN	2192	19.76%
WILLIAM L PALMER	584	5.27%



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VALLEY CENTER WATER		
Div. No. 1	Total	
Number of Precincts	12	
Precincts Reporting	12	100.0 %
Vote For	1	
Times Counted	2969/3464	85.7 %
Total Votes	2256	
ROBERT A. POLITO	1878	83.24%
WILLIAM DEL PILAR	377	16.71%

PROP 51 - STATE SCHOOL BONDS		
	Total	
Number of Precincts	2175	
Precincts Reporting	2175	100.0 %
Vote For	1	
Times Counted	1346513/1652875	81.5 %
Total Votes	1251728	
YES	679149	54.26%
NO	572579	45.74%

VALLEY CENTER WATER		
Div. No. 4	Total	
Number of Precincts	15	
Precincts Reporting	15	100.0 %
Vote For	1	
Times Counted	2675/3144	85.1 %
Total Votes	2028	
ENRICO FERRO	1246	61.44%
BOB LENSON	781	38.51%

PROP 52 - STATE MEDI-CAL HOSPITAL FEE		
	Total	
Number of Precincts	2175	
Precincts Reporting	2175	100.0 %
Vote For	1	
Times Counted	1346513/1652875	81.5 %
Total Votes	1232109	
YES	860856	69.87%
NO	371253	30.13%

WHISPERING PALMS CSD		
	Total	
Number of Precincts	4	
Precincts Reporting	4	100.0 %
Vote For	3	
Times Counted	1617/1805	89.6 %
Total Votes	2396	
BYRON L. HANCHETT	563	23.50%
DOUGLAS MANATT	539	22.50%
KATHY MC HENRY	529	22.08%
VALERIE THATCHER	426	17.78%
ROSS A. MARTIN	338	14.11%

PROP 53 - STATE REVENUE BONDS		
	Total	
Number of Precincts	2175	
Precincts Reporting	2175	100.0 %
Vote For	1	
Times Counted	1346513/1652875	81.5 %
Total Votes	1196666	
YES	625016	52.23%
NO	571650	47.77%

WYNOLA WATER		
	Total	
Number of Precincts	1	
Precincts Reporting	1	100.0 %
Vote For	2	
Times Counted	112/120	93.3 %
Total Votes	175	
TIMOTHY J. TASCHLER	67	38.29%
MICHAEL A. ASMUSSEN	56	32.00%
JO ANN BERNARD	52	29.71%

PROP 54 - STATE LEGISLATURE		
	Total	
Number of Precincts	2175	
Precincts Reporting	2175	100.0 %
Vote For	1	
Times Counted	1346513/1652875	81.5 %
Total Votes	1210887	
YES	787455	65.03%
NO	423432	34.97%

YUIMA MUNICIPAL WATER		
Div. No. 2	Total	
Number of Precincts	3	
Precincts Reporting	3	100.0 %
Vote For	1	
Times Counted	121/134	90.3 %
Total Votes	117	
ROLAND SIMPSON	70	59.83%
LORI A. JOHNSON	46	39.32%

PROP 55 - STATE TAX EXTENSION		
	Total	
Number of Precincts	2175	
Precincts Reporting	2175	100.0 %
Vote For	1	
Times Counted	1346513/1652875	81.5 %
Total Votes	1241416	
YES	756412	60.93%
NO	485004	39.07%

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<b>PROP 56 - STATE</b>			
<b>CIGARETTE TAX</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1346513/1652875	81.5 %	
Total Votes	1281705		
YES	810089	63.20%	
NO	471616	36.80%	

<b>PROP 61 - STATE</b>			
<b>PRESCRIPTION DRUG PURCHASES</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1346513/1652875	81.5 %	
Total Votes	1213873		
NO	655410	53.99%	
YES	558463	46.01%	

<b>PROP 57 - STATE</b>			
<b>CRIMINAL SENTENCES</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1346513/1652875	81.5 %	
Total Votes	1242926		
YES	832800	67.00%	
NO	410126	33.00%	

<b>PROP 62 - STATE</b>			
<b>DEATH PENALTY</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1346513/1652875	81.5 %	
Total Votes	1243538		
NO	683234	54.94%	
YES	560304	45.06%	

<b>PROP 58 - STATE</b>			
<b>ENGLISH PROFICIENCY</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1346513/1652875	81.5 %	
Total Votes	1243132		
YES	900575	72.44%	
NO	342557	27.56%	

<b>PROP 63 - STATE</b>			
<b>FIREARMS, AMMUNITION SALES</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1346513/1652875	81.5 %	
Total Votes	1269435		
YES	781990	61.60%	
NO	487445	38.40%	

<b>PROP 59 - STATE</b>			
<b>LEGISLATIVE ADVISORY</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1346513/1652875	81.5 %	
Total Votes	1165134		
YES	615460	52.82%	
NO	549674	47.18%	

<b>PROP 64 - STATE</b>			
<b>MARIJUANA LEGALIZATION</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1340663/1652875	81.1 %	
Total Votes	1306314		
YES	744836	57.02%	
NO	561478	42.98%	

<b>PROP 60 - STATE</b>			
<b>ADULT FILMS</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1346513/1652875	81.5 %	
Total Votes	1221313		
NO	695577	56.95%	
YES	525736	43.05%	

<b>PROP 65 - STATE</b>			
<b>CARRYOUT BAGS</b>			
	<b>Total</b>		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1340663/1652875	81.1 %	
Total Votes	1244697		
NO	646134	51.91%	
YES	598563	48.09%	

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<b>PROP 66 - STATE</b>			
<b>DEATH PENALTY</b>			
	Total		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1340663/1652875	81.1 %	
Total Votes	1172669		
YES	632762	53.96%	
NO	539907	46.04%	

<b>MEAS D - CITY OF SAN DIEGO</b>			
<b>Tax and Facilities Initiative</b>			
	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	514883		
NO	303144	58.88%	
YES	211739	41.12%	

<b>PROP 67 - STATE</b>			
<b>Ban on Single-Use Plastic Bags</b>			
	Total		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1340663/1652875	81.1 %	
Total Votes	1263921		
YES	660069	52.22%	
NO	603852	47.78%	

<b>MEAS E - CITY OF SAN DIEGO Ch.</b>			
<b>Amdmt. Qualif. Vacancy, Removal</b>			
	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	482148		
YES	419748	87.06%	
NO	62400	12.94%	

<b>MEAS A - COUNTY OF SAN DIEGO</b>			
<b>ROAD REPAIR, TRANSIT,</b>			
	Total		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1340663/1652875	81.1 %	
Total Votes	1233804		
YES	720158	58.37%	
NO	513646	41.63%	

<b>MEAS F - CITY OF SAN DIEGO Ch.</b>			
<b>Amdmt. Req. Term Serv.</b>			
	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	465523		
YES	317803	68.27%	
NO	147720	31.73%	

<b>MEAS B - COUNTY OF SAN DIEGO</b>			
<b>LILAC HILLS RANCH</b>			
	Total		
Number of Precincts	2175		
Precincts Reporting	2175	100.0 %	
Vote For	1		
Times Counted	1340663/1652875	81.1 %	
Total Votes	1158216		
NO	735894	63.54%	
YES	422322	36.46%	

<b>MEAS G - CITY OF SAN DIEGO Ch.</b>			
<b>Amdmt. Re. Citizens Rev Police Pract.</b>			
	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	487175		
YES	404803	83.09%	
NO	82372	16.91%	

<b>MEAS C - CITY OF SAN DIEGO</b>			
<b>Downtown Stadium Initiative</b>			
	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	544484		
NO	306887	56.36%	
YES	237597	43.64%	

<b>MEAS H - CITY OF SAN DIEGO</b>			
<b>Ch. Amdmt. Purchasing Contract</b>			
	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	467174		
YES	360127	77.09%	
NO	107047	22.91%	

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<b>MEAS I - CITY OF SAN DIEGO Ch.</b>			
Amdmt. Re. Balboa Park SD High	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	491590		
YES	383025	77.92%	
NO	108565	22.08%	

<b>MEAS N - CITY OF SAN DIEGO</b>			
Non-Medical Cannabis Bus. Tax	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	511197		
YES	351088	68.68%	
NO	160109	31.32%	

<b>MEAS J - CITY OF SAN DIEGO Ch.</b>			
Amdmt. Re. Use of Rev. fr. Mission	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	473743		
YES	336810	71.10%	
NO	136933	28.90%	

<b>MEAS O - CITY OF CARLSBAD</b>			
General Fund for Fire Station 2	Total		
Number of Precincts	87		
Precincts Reporting	87	100.0 %	
Vote For	1		
Times Counted	61318/70152	87.4 %	
Total Votes	55820		
YES	39690	71.10%	
NO	16130	28.90%	

<b>MEAS K - CITY OF SAN DIEGO Ch.</b>			
Amdmt. Req. Run-off Elections	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	474487		
YES	280075	59.03%	
NO	194412	40.97%	

<b>MEAS P - CITY OF CHULA VISTA</b>			
Temp. 1/2 Cent Sales Tax	Total		
Number of Precincts	149		
Precincts Reporting	149	100.0 %	
Vote For	1		
Times Counted	100361/127880	78.5 %	
Total Votes	94549		
YES	64704	68.43%	
NO	29845	31.57%	

<b>MEAS L - CITY OF SAN DIEGO Ch.</b>			
Amdmt. Req. Measures on General	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	464549		
YES	305638	65.79%	
NO	158911	34.21%	

<b>MEAS Q - CITY OF DEL MAR 1%</b>			
Sales Tax	Total		
Number of Precincts	6		
Precincts Reporting	6	100.0 %	
Vote For	1		
Times Counted	2802/3124	89.7 %	
Total Votes	2603		
YES	1732	66.54%	
NO	871	33.46%	

<b>MEAS M - CITY OF SAN DIEGO</b>			
Affordable Housing	Total		
Number of Precincts	769		
Precincts Reporting	769	100.0 %	
Vote For	1		
Times Counted	574620/716454	80.2 %	
Total Votes	494759		
YES	328588	66.41%	
NO	166171	33.59%	

<b>MEAS R - CITY OF DEL MAR Voter</b>			
Approval for Certain Developments	Total		
Number of Precincts	6		
Precincts Reporting	6	100.0 %	
Vote For	1		
Times Counted	2802/3124	89.7 %	
Total Votes	2571		
NO	1315	51.15%	
YES	1256	48.85%	



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<b>MEAS S - CITY OF EL CAJON</b>			
Ch. Amdmt. Req. Dist. Elections	Total		
Number of Precincts	62		
Precincts Reporting	62	100.0 %	
Vote For	1		
Times Counted	31591/41566	76.0 %	
Total Votes	26998		
YES	18671	69.16%	
NO	8327	30.84%	

<b>MEAS X - GROSSMONT-CUYAMACA COM.</b>			
	Total		
Number of Precincts	393		
Precincts Reporting	393	100.0 %	
Vote For	1		
Times Counted	201177/250167	80.4 %	
Total Votes	180427		
YES	97061	53.80%	
NO	83366	46.20%	

<b>MEAS T - CITY OF ENCINITAS</b>			
Update General Plan Housing Element	Total		
Number of Precincts	52		
Precincts Reporting	52	100.0 %	
Vote For	1		
Times Counted	35651/40371	88.3 %	
Total Votes	32087		
NO	17943	55.92%	
YES	14144	44.08%	

<b>MEAS Z - SOUTHWESTERN COM. COLLEGE \$400 M. Bond (Req. 55%)</b>			
	Total		
Number of Precincts	287		
Precincts Reporting	287	100.0 %	
Vote For	1		
Times Counted	179903/233885	76.9 %	
Total Votes	163890		
YES	115479	70.46%	
NO	48411	29.54%	

<b>MEAS U - CITY OF LA MESA Med.</b>			
Marijuana Regulations	Total		
Number of Precincts	37		
Precincts Reporting	37	100.0 %	
Vote For	1		
Times Counted	27440/33579	81.7 %	
Total Votes	25151		
YES	13322	52.97%	
NO	11829	47.03%	

<b>MEAS MM - MIRACOSTA COM. COLLEGE \$455 M. Bond (Req. 55%)</b>			
	Total		
Number of Precincts	281		
Precincts Reporting	281	100.0 %	
Vote For	1		
Times Counted	190182/222437	85.5 %	
Total Votes	167485		
YES	104493	62.39%	
NO	62992	37.61%	

<b>MEAS V - CITY OF LEMON GROVE</b>			
Med. Marijuana Regulations	Total		
Number of Precincts	14		
Precincts Reporting	14	100.0 %	
Vote For	1		
Times Counted	10175/13564	75.0 %	
Total Votes	9392		
YES	4741	50.48%	
NO	4651	49.52%	

<b>MEAS AA - FALLBROOK UN HIGH SCHOOL \$45 M. Bond (Req. 55%)</b>			
	Total		
Number of Precincts	38		
Precincts Reporting	38	100.0 %	
Vote For	1		
Times Counted	18608/22518	82.6 %	
Total Votes	17424		
YES	11279	64.73%	
NO	6145	35.27%	

<b>MEAS W - CITY OF POWAY</b>			
Amend Old Coach Golf Est. Plan	Total		
Number of Precincts	32		
Precincts Reporting	32	100.0 %	
Vote For	1		
Times Counted	25096/29173	86.0 %	
Total Votes	23318		
NO	11999	51.46%	
YES	11319	48.54%	

<b>MEAS BB - GROSSMONT UN HIGH SCHOOL \$128 M. Bond (Req. 55%)</b>			
	Total		
Number of Precincts	376		
Precincts Reporting	376	100.0 %	
Vote For	1		
Times Counted	195901/243659	80.4 %	
Total Votes	176158		
YES	105700	60.00%	
NO	70458	40.00%	

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<b>MEAS CC - SWEETWATER UN HIGH SCHOOL Term Limits</b>			
	<b>Total</b>		
Number of Precincts	277		
Precincts Reporting	277	100.0 %	
Vote For	1		
Times Counted	170781/223345	76.5 %	
Total Votes	154798		
YES	131550	84.98%	
NO	23248	15.02%	

<b>MEAS - JJ SOLANA BEACH SCHOOL \$105 M. Bond (Req. 55%)</b>			
	<b>Total</b>		
Number of Precincts	47		
Precincts Reporting	47	100.0 %	
Vote For	1		
Times Counted	20113/22897	87.8 %	
Total Votes	17911		
YES	11776	65.75%	
NO	6135	34.25%	

<b>MEAS DD - BONSALE UNIFIED SCHOOL \$58 M. Bond (Req. 55%)</b>			
	<b>Total</b>		
Number of Precincts	40		
Precincts Reporting	40	100.0 %	
Vote For	1		
Times Counted	8858/10384	85.3 %	
Total Votes	8303		
YES	4204	50.63%	
NO	4099	49.37%	

<b>MEAS - KK RINCON RANCH CSD, Establish Spe. Tax (Req. 2/3)</b>			
	<b>Total</b>		
Number of Precincts	2		
Precincts Reporting	2	100.0 %	
Vote For	1		
Times Counted	88/94	93.6 %	
Total Votes	80		
YES	44	55.00%	
NO	36	45.00%	

<b>MEAS EE - CAJON VALLEY UNION SCHOOL \$20 M. Bond (Req. 55%)</b>			
	<b>Total</b>		
Number of Precincts	124		
Precincts Reporting	124	100.0 %	
Vote For	1		
Times Counted	59961/76135	78.8 %	
Total Votes	53193		
YES	30406	57.16%	
NO	22787	42.84%	

<b>MEAS GG - CARDIFF ELEM SCHOOL \$22 M. Bond (Req. 55%)</b>			
	<b>Total</b>		
Number of Precincts	8		
Precincts Reporting	8	100.0 %	
Vote For	1		
Times Counted	6765/7694	87.9 %	
Total Votes	6057		
YES	3994	65.94%	
NO	2063	34.06%	

<b>MEAS - HH - NATIONAL ELEM SCHOOL \$30 M. Bond (Req. 55%)</b>			
	<b>Total</b>		
Number of Precincts	29		
Precincts Reporting	29	100.0 %	
Vote For	1		
Times Counted	15572/21911	71.1 %	
Total Votes	14158		
YES	11772	83.15%	
NO	2386	16.85%	

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	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
515600-NATIONAL CITY			
Polling Vote Center	833	668	80.19%
Mail Ballots	833	499	59.90%
Total	833	1167	140.10%
515640-NATIONAL CITY			
Polling Vote Center	1256	766	60.99%
Mail Ballots	1256	996	79.30%
Total	1256	1762	140.29%
515650-NATIONAL CITY			
Polling Vote Center	980	554	56.53%
Mail Ballots	980	729	74.39%
Total	980	1283	130.92%
515660-NATIONAL CITY			
Polling Vote Center	854	406	47.54%
Mail Ballots	854	770	90.16%
Total	854	1176	137.70%
515690-NATIONAL CITY			
Polling Vote Center	1243	629	50.60%
Mail Ballots	1243	984	79.16%
Total	1243	1613	129.77%
515800-NATIONAL CITY			
Polling Vote Center	1480	995	67.23%
Mail Ballots	1480	1126	76.08%
Total	1480	2121	143.31%
516000-NATIONAL CITY			
Polling Vote Center	1189	872	73.34%
Mail Ballots	1189	998	83.94%
Total	1189	1870	157.28%
516200-NATIONAL CITY			
Polling Vote Center	633	412	65.09%
Mail Ballots	633	527	83.25%
Total	633	939	148.34%
516500-NATIONAL CITY			
Polling Vote Center	1551	870	56.09%
Mail Ballots	1551	1514	97.61%
Total	1551	2384	153.71%
516610-NATIONAL CITY			
Polling Vote Center	1631	713	43.72%
Mail Ballots	1631	1448	88.78%
Total	1631	2161	132.50%
516800-NATIONAL CITY			
Polling Vote Center	999	758	75.88%
Mail Ballots	999	711	71.17%
Total	999	1469	147.05%
517400-NATIONAL CITY			
Polling Vote Center	1525	924	60.59%
Mail Ballots	1525	1212	79.48%
Total	1525	2136	140.07%
517500-NATIONAL CITY			
Polling Vote Center	950	620	65.26%
Mail Ballots	950	667	70.21%
Total	950	1287	135.47%
517600-NATIONAL CITY			
Polling Vote Center	1244	730	58.68%
Mail Ballots	1244	1052	84.57%
Total	1244	1782	143.25%
517800-NATIONAL CITY			
Polling Vote Center	1561	1094	70.08%
Mail Ballots	1561	1168	74.82%
Total	1561	2262	144.91%

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	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
518100-NATIONAL CITY			
Polling Vote Center	1519	893	58.79%
Mail Ballots	1519	1263	83.15%
Total	1519	2156	141.94%
518600-NATIONAL CITY			
Polling Vote Center	1185	768	64.81%
Mail Ballots	1185	858	72.41%
Total	1185	1626	137.22%
518800-NATIONAL CITY			
Polling Vote Center	1225	807	65.88%
Mail Ballots	1225	1047	85.47%
Total	1225	1854	151.35%
999499-NATIONAL CITY-VBM			
Polling Vote Center	32	0	0.00%
Mail Ballots	32	46	143.75%
Total	32	46	143.75%
999500-VBM-AV			
Polling Vote Center	0	0	-
Mail Ballots	0	0	-
Total	0	0	-
999582-NATIONAL CITY-VBM			
Polling Vote Center	0	0	-
Mail Ballots	0	0	-
Total	0	0	-
999583-NATIONAL CITY-VBM			
Polling Vote Center	104	0	0.00%
Mail Ballots	104	154	148.08%
Total	104	154	148.08%
999584-NATIONAL CITY-VBM			
Polling Vote Center	0	0	-
Mail Ballots	0	0	-
Total	0	0	-
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
COUNTY-WIDE OFFICE			
COUNTY-WIDE OFFICES			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
CONGRESSIONAL DIST'S 2011			
2011 51ST CONGRESSIONAL DIST			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
STATE BOARD OF EQUALIZATION			
4TH BD OF EQUAL DIST			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%



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	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
STATE SENATORIAL DIST'S 2011			
2011 40TH SENATORIAL DIST			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
STATE ASSEMBLY DIST'S 2011			
2011 79TH ASSEMBLY DIST			
Polling Vote Center	6849	3679	53.72%
Mail Ballots	6849	5986	87.40%
Total	6849	9665	141.12%
2011 80TH ASSEMBLY DIST			
Polling Vote Center	15145	9800	64.71%
Mail Ballots	15145	11783	77.80%
Total	15145	21583	142.51%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
SUPERVISORIAL DISTRICTS 2011			
2011 1ST SUPERVISORIAL DIST			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
CO BOARD OF EDUCATION 2011			
No Matching District			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
INCORP CITIES - OVERALL			
NATIONAL CITY 515500-518990			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
UNINCORPORATED AREA			

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	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
No Matching District			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
INCORP CITY COUNCIL DIST'S 2011			
No Matching District			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%
Total			
Polling Vote Center	21994	13479	61.28%
Mail Ballots	21994	17769	80.79%
Total	21994	31248	142.08%

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	CITY OF NATIONAL CITY				CITY COUNCIL	
	Reg. Voters	Vote For	Times Counted	Total Votes	A. SOTELO-SOLIS	JOSE RODRIGUEZ
Jurisdiction Wide						
515600-NATIONAL CITY						
Polling Vote Center	833	2	334	410	136 33.17%	94 22.93%
Mail Ballots	833	2	251	336	104 30.95%	73 21.73%
Total	833	4	585	746	240 32.17%	167 22.39%
515640-NATIONAL CITY						
Polling Vote Center	1256	2	383	473	118 24.95%	98 20.72%
Mail Ballots	1256	2	497	723	158 21.85%	155 21.44%
Total	1256	4	880	1196	276 23.08%	253 21.15%
515650-NATIONAL CITY						
Polling Vote Center	980	2	277	343	110 32.07%	82 23.91%
Mail Ballots	980	2	365	523	125 23.90%	110 21.03%
Total	980	4	642	866	235 27.14%	192 22.17%
515660-NATIONAL CITY						
Polling Vote Center	854	2	203	248	77 31.05%	40 16.13%
Mail Ballots	854	2	385	569	131 23.02%	72 12.65%
Total	854	4	588	817	208 25.46%	112 13.71%
515690-NATIONAL CITY						
Polling Vote Center	1243	2	314	405	128 31.60%	71 17.53%
Mail Ballots	1243	2	497	694	202 29.11%	116 16.71%
Total	1243	4	811	1099	330 30.03%	187 17.02%
515800-NATIONAL CITY						
Polling Vote Center	1480	2	498	615	172 27.97%	147 23.90%
Mail Ballots	1480	2	565	803	217 27.02%	144 17.93%
Total	1480	4	1063	1418	389 27.43%	291 20.52%
516000-NATIONAL CITY						
Polling Vote Center	1189	2	435	525	142 27.05%	121 23.05%
Mail Ballots	1189	2	499	728	206 28.30%	117 16.07%
Total	1189	4	934	1253	348 27.77%	238 18.99%
516200-NATIONAL CITY						
Polling Vote Center	633	2	206	281	76 27.05%	54 19.22%
Mail Ballots	633	2	267	370	83 22.43%	57 15.41%
Total	633	4	473	651	159 24.42%	111 17.05%
516500-NATIONAL CITY						
Polling Vote Center	1551	2	435	573	124 21.64%	82 14.31%
Mail Ballots	1551	2	763	1052	237 22.53%	135 12.83%
Total	1551	4	1198	1625	361 22.22%	217 13.35%
516610-NATIONAL CITY						
Polling Vote Center	1631	2	357	438	118 26.94%	80 18.26%
Mail Ballots	1631	2	725	1063	265 24.93%	156 14.68%
Total	1631	4	1082	1501	383 25.52%	236 15.72%
516800-NATIONAL CITY						
Polling Vote Center	999	2	379	450	134 29.78%	115 25.56%
Mail Ballots	999	2	356	501	155 30.94%	83 16.57%
Total	999	4	735	951	289 30.39%	198 20.82%
517400-NATIONAL CITY						
Polling Vote Center	1525	2	462	594	159 26.77%	117 19.70%
Mail Ballots	1525	2	607	877	224 25.54%	144 16.42%
Total	1525	4	1069	1471	383 26.04%	261 17.74%
517500-NATIONAL CITY						
Polling Vote Center	950	2	310	391	128 32.74%	78 19.95%
Mail Ballots	950	2	337	478	122 25.52%	78 16.32%
Total	950	4	647	869	250 28.77%	156 17.95%
517600-NATIONAL CITY						
Polling Vote Center	1244	2	365	442	109 24.66%	75 16.97%
Mail Ballots	1244	2	527	737	184 24.97%	119 16.15%
Total	1244	4	892	1179	293 24.85%	194 16.45%
517800-NATIONAL CITY						
Polling Vote Center	1561	2	547	700	202 28.86%	129 18.43%
Mail Ballots	1561	2	587	813	239 29.40%	151 18.57%
Total	1561	4	1134	1513	441 29.15%	280 18.51%

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	Reg. Voters	Vote For	Times Counted	Total Votes	A. SOTELO-SOLIS		JOSE RODRIGUEZ	
518100-NATIONAL CITY								
Polling Vote Center	1519	2	447	559	148	26.48%	105	18.78%
Mail Ballots	1519	2	635	912	279	30.59%	122	13.38%
Total	1519	4	1082	1471	427	29.03%	227	15.43%
518600-NATIONAL CITY								
Polling Vote Center	1185	2	384	475	138	29.05%	80	16.84%
Mail Ballots	1185	2	431	599	185	30.88%	105	17.53%
Total	1185	4	815	1074	323	30.07%	185	17.23%
518800-NATIONAL CITY								
Polling Vote Center	1225	2	403	470	137	29.15%	63	13.40%
Mail Ballots	1225	2	529	672	192	28.57%	104	15.48%
Total	1225	4	932	1142	329	28.81%	167	14.62%
999499-NATIONAL CITY-VBM								
Polling Vote Center	32	2	0	0	0	-	0	-
Mail Ballots	32	2	23	30	4	13.33%	7	23.33%
Total	32	4	23	30	4	13.33%	7	23.33%
999500-VBM-AV								
Polling Vote Center	0	2	0	0	0	-	0	-
Mail Ballots	0	2	0	0	0	-	0	-
Total	0	4	0	0	0	-	0	-
999582-NATIONAL CITY-VBM								
Polling Vote Center	0	2	0	0	0	-	0	-
Mail Ballots	0	2	0	0	0	-	0	-
Total	0	4	0	0	0	-	0	-
999583-NATIONAL CITY-VBM								
Polling Vote Center	104	2	0	0	0	-	0	-
Mail Ballots	104	2	77	114	29	25.44%	20	17.54%
Total	104	4	77	114	29	25.44%	20	17.54%
999584-NATIONAL CITY-VBM								
Polling Vote Center	0	2	0	0	0	-	0	-
Mail Ballots	0	2	0	0	0	-	0	-
Total	0	4	0	0	0	-	0	-
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
COUNTY-WIDE OFFICE								
COUNTY-WIDE OFFICES								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
CONGRESSIONAL DIST'S 2011								
2011 51ST CONGRESSIONAL DIST								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
STATE BOARD OF EQUALIZATION								
4TH BD OF EQUAL DIST								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%

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	Reg. Voters	Vote For	Times Counted	Total Votes	A. SOTELO-SOLIS		JOSE RODRIGUEZ	
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
STATE SENATORIAL DIST'S 2011								
2011 40TH SENATORIAL DIST								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
STATE ASSEMBLY DIST'S 2011								
2011 79TH ASSEMBLY DIST								
Polling Vote Center	6849	14	1840	2326	596	25.62%	417	17.93%
Mail Ballots	6849	14	3000	4314	1019	23.62%	669	15.51%
Total	6849	28	4840	6640	1615	24.32%	1086	16.36%
2011 80TH ASSEMBLY DIST								
Polling Vote Center	15145	32	4899	6066	1760	29.01%	1214	20.01%
Mail Ballots	15145	32	5923	8280	2322	28.04%	1399	16.90%
Total	15145	64	10822	14346	4082	28.45%	2613	18.21%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
SUPERVISORIAL DISTRICTS 2011								
2011 1ST SUPERVISORIAL DIST								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
CO BOARD OF EDUCATION 2011								
No Matching District								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
INCORP CITIES - OVERALL								
NATIONAL CITY 515500-518990								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
UNINCORPORATED AREA								

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	Reg. Voters	Vote For	Times Counted	Total Votes	A. SOTELO-SOLIS		JOSE RODRIGUEZ	
No Matching District								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
INCORP CITY COUNCIL DIST'S 2011								
No Matching District								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%
Total								
Polling Vote Center	21994	46	6739	8392	2356	28.07%	1631	19.44%
Mail Ballots	21994	46	8923	12594	3341	26.53%	2068	16.42%
Total	21994	92	15662	20986	5697	27.15%	3699	17.63%



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	CITY OF NATIONAL CITY CITY COUNCIL			
	LUIS NATIVIDAD	JERRY CANO	DAVID GARCIA	CANDY MORALES
Jurisdiction Wide				
515600-NATIONAL CITY				
Polling Vote Center	49 11.95%	52 12.68%	35 8.54%	42 10.24%
Mail Ballots	48 14.29%	47 13.99%	21 6.25%	43 12.80%
Total	97 13.00%	99 13.27%	56 7.51%	85 11.39%
515640-NATIONAL CITY				
Polling Vote Center	76 16.07%	76 16.07%	42 8.88%	61 12.90%
Mail Ballots	100 13.83%	120 16.60%	79 10.93%	111 15.35%
Total	176 14.72%	196 16.39%	121 10.12%	172 14.38%
515650-NATIONAL CITY				
Polling Vote Center	53 15.45%	47 13.70%	24 7.00%	27 7.87%
Mail Ballots	75 14.34%	95 18.16%	55 10.52%	63 12.05%
Total	128 14.78%	142 16.40%	79 9.12%	90 10.39%
515660-NATIONAL CITY				
Polling Vote Center	27 10.89%	45 18.15%	23 9.27%	36 14.52%
Mail Ballots	77 13.53%	123 21.62%	75 13.18%	88 15.47%
Total	104 12.73%	168 20.56%	98 12.00%	124 15.18%
515690-NATIONAL CITY				
Polling Vote Center	76 18.77%	73 18.02%	24 5.93%	32 7.90%
Mail Ballots	105 15.13%	97 13.98%	65 9.37%	108 15.56%
Total	181 16.47%	170 15.47%	89 8.10%	140 12.74%
515800-NATIONAL CITY				
Polling Vote Center	95 15.45%	94 15.28%	49 7.97%	58 9.43%
Mail Ballots	96 11.96%	143 17.81%	65 8.09%	138 17.19%
Total	191 13.47%	237 16.71%	114 8.04%	196 13.82%
516000-NATIONAL CITY				
Polling Vote Center	96 18.29%	86 16.38%	35 6.67%	45 8.57%
Mail Ballots	121 16.62%	137 18.82%	62 8.52%	84 11.54%
Total	217 17.32%	223 17.80%	97 7.74%	129 10.30%
516200-NATIONAL CITY				
Polling Vote Center	45 16.01%	48 17.08%	25 8.90%	32 11.39%
Mail Ballots	64 17.30%	86 23.24%	24 6.49%	56 15.14%
Total	109 16.74%	134 20.58%	49 7.53%	88 13.52%
516500-NATIONAL CITY				
Polling Vote Center	97 16.93%	133 23.21%	63 10.99%	74 12.91%
Mail Ballots	151 14.35%	301 28.61%	79 7.51%	149 14.16%
Total	248 15.26%	434 26.71%	142 8.74%	223 13.72%
516610-NATIONAL CITY				
Polling Vote Center	56 12.79%	88 20.09%	36 8.22%	57 13.01%
Mail Ballots	156 14.68%	259 24.37%	68 6.40%	159 14.96%
Total	212 14.12%	347 23.12%	104 6.93%	216 14.39%
516800-NATIONAL CITY				
Polling Vote Center	58 12.89%	63 14.00%	32 7.11%	45 10.00%
Mail Ballots	71 14.17%	77 15.37%	43 8.58%	71 14.17%
Total	129 13.56%	140 14.72%	75 7.89%	116 12.20%
517400-NATIONAL CITY				
Polling Vote Center	122 20.54%	93 15.66%	37 6.23%	65 10.94%
Mail Ballots	165 18.81%	145 16.53%	82 9.35%	117 13.34%
Total	287 19.51%	238 16.18%	119 8.09%	182 12.37%
517500-NATIONAL CITY				
Polling Vote Center	44 11.25%	65 16.62%	28 7.16%	48 12.28%
Mail Ballots	81 16.95%	80 16.74%	46 9.62%	71 14.85%
Total	125 14.38%	145 16.69%	74 8.52%	119 13.69%
517600-NATIONAL CITY				
Polling Vote Center	69 15.61%	78 17.65%	43 9.73%	64 14.48%
Mail Ballots	121 16.42%	155 21.03%	61 8.28%	97 13.16%
Total	190 16.12%	233 19.76%	104 8.82%	161 13.66%
517800-NATIONAL CITY				
Polling Vote Center	111 15.86%	113 16.14%	68 9.71%	76 10.86%
Mail Ballots	127 15.62%	126 15.50%	80 9.84%	90 11.07%
Total	238 15.73%	239 15.80%	148 9.78%	166 10.97%



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	CITY OF NATIONAL CITY				CITY COUNCIL			
	LUIS NATIVIDAD		JERRY CANO		DAVID GARCIA		CANDY MORALES	
518100-NATIONAL CITY								
Polling Vote Center	113	20.21%	85	15.21%	55	9.84%	51	9.12%
Mail Ballots	160	17.54%	168	18.42%	83	9.10%	100	10.96%
Total	273	18.56%	253	17.20%	138	9.38%	151	10.27%
518600-NATIONAL CITY								
Polling Vote Center	67	14.11%	75	15.79%	56	11.79%	59	12.42%
Mail Ballots	74	12.35%	84	14.02%	49	8.18%	102	17.03%
Total	141	13.13%	159	14.80%	105	9.78%	161	14.99%
518800-NATIONAL CITY								
Polling Vote Center	70	14.89%	71	15.11%	47	10.00%	78	16.60%
Mail Ballots	87	12.95%	126	18.75%	59	8.78%	103	15.33%
Total	157	13.75%	197	17.25%	106	9.28%	181	15.85%
999499-NATIONAL CITY-VBM								
Polling Vote Center	0	-	0	-	0	-	0	-
Mail Ballots	3	10.00%	8	26.67%	4	13.33%	4	13.33%
Total	3	10.00%	8	26.67%	4	13.33%	4	13.33%
999500-VBM-AV								
Polling Vote Center	0	-	0	-	0	-	0	-
Mail Ballots	0	-	0	-	0	-	0	-
Total	0	-	0	-	0	-	0	-
999582-NATIONAL CITY-VBM								
Polling Vote Center	0	-	0	-	0	-	0	-
Mail Ballots	0	-	0	-	0	-	0	-
Total	0	-	0	-	0	-	0	-
999583-NATIONAL CITY-VBM								
Polling Vote Center	0	-	0	-	0	-	0	-
Mail Ballots	19	16.67%	15	13.16%	11	9.65%	20	17.54%
Total	19	16.67%	15	13.16%	11	9.65%	20	17.54%
999584-NATIONAL CITY-VBM								
Polling Vote Center	0	-	0	-	0	-	0	-
Mail Ballots	0	-	0	-	0	-	0	-
Total	0	-	0	-	0	-	0	-
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
COUNTY-WIDE OFFICE								
COUNTY-WIDE OFFICES								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
CONGRESSIONAL DIST'S 2011								
2011 51ST CONGRESSIONAL DIST								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
STATE BOARD OF EQUALIZATION								
4TH BD OF EQUAL DIST								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%

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	CITY OF NATIONAL CITY				CITY COUNCIL			
	LUIS NATIVIDAD		JERRY CANO		DAVID GARCIA		CANDY MORALES	
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
STATE SENATORIAL DIST'S 2011								
2011 40TH SENATORIAL DIST								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
STATE ASSEMBLY DIST'S 2011								
2011 79TH ASSEMBLY DIST								
Polling Vote Center	378	16.25%	435	18.70%	201	8.64%	293	12.60%
Mail Ballots	652	15.11%	956	22.16%	387	8.97%	628	14.56%
Total	1030	15.51%	1391	20.95%	588	8.86%	921	13.87%
2011 80TH ASSEMBLY DIST								
Polling Vote Center	946	15.60%	950	15.66%	521	8.59%	657	10.83%
Mail Ballots	1249	15.08%	1436	17.34%	724	8.74%	1146	13.84%
Total	2195	15.30%	2386	16.63%	1245	8.68%	1803	12.57%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
SUPERVISORIAL DISTRICTS 2011								
2011 1ST SUPERVISORIAL DIST								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
CO BOARD OF EDUCATION 2011								
No Matching District								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
INCORP CITIES - OVERALL								
NATIONAL CITY 515500-518990								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
UNINCORPORATED AREA								

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	LUIS NATIVIDAD		JERRY CANO		DAVID GARCIA		CANDY MORALES	
No Matching District								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
INCORP CITY COUNCIL DIST'S 2011								
No Matching District								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%
Total								
Polling Vote Center	1324	15.78%	1385	16.50%	722	8.60%	950	11.32%
Mail Ballots	1901	15.09%	2392	18.99%	1111	8.82%	1774	14.09%
Total	3225	15.37%	3777	18.00%	1833	8.73%	2724	12.98%

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	CITY OF NATIONAL CITY				CITY CLERK	
	Reg. Voters	Vote For	Times Counted	Total Votes	MICHAEL "MIKE" DALLA	
Jurisdiction Wide						
515600-NATIONAL CITY						
Polling Vote Center	833	1	334	258	254	98.45%
Mail Ballots	833	1	251	200	198	99.00%
Total	833	2	585	458	452	98.69%
515640-NATIONAL CITY						
Polling Vote Center	1256	1	383	293	292	99.66%
Mail Ballots	1256	1	497	431	431	100.00%
Total	1256	2	880	724	723	99.86%
515650-NATIONAL CITY						
Polling Vote Center	980	1	277	220	215	97.73%
Mail Ballots	980	1	365	301	299	99.34%
Total	980	2	642	521	514	98.66%
515660-NATIONAL CITY						
Polling Vote Center	854	1	203	152	151	99.34%
Mail Ballots	854	1	385	331	329	99.40%
Total	854	2	588	483	480	99.38%
515690-NATIONAL CITY						
Polling Vote Center	1243	1	314	260	257	98.85%
Mail Ballots	1243	1	497	411	408	99.27%
Total	1243	2	811	671	665	99.11%
515800-NATIONAL CITY						
Polling Vote Center	1480	1	498	395	387	97.97%
Mail Ballots	1480	1	565	488	488	100.00%
Total	1480	2	1063	883	875	99.09%
516000-NATIONAL CITY						
Polling Vote Center	1189	1	435	320	314	98.13%
Mail Ballots	1189	1	499	432	430	99.54%
Total	1189	2	934	752	744	98.94%
516200-NATIONAL CITY						
Polling Vote Center	633	1	206	161	160	99.38%
Mail Ballots	633	1	267	214	214	100.00%
Total	633	2	473	375	374	99.73%
516500-NATIONAL CITY						
Polling Vote Center	1551	1	435	336	333	99.11%
Mail Ballots	1551	1	763	593	593	100.00%
Total	1551	2	1198	929	926	99.68%
516610-NATIONAL CITY						
Polling Vote Center	1631	1	357	284	282	99.30%
Mail Ballots	1631	1	725	623	620	99.52%
Total	1631	2	1082	907	902	99.45%
516800-NATIONAL CITY						
Polling Vote Center	999	1	379	288	282	97.92%
Mail Ballots	999	1	356	302	299	99.01%
Total	999	2	735	590	581	98.47%
517400-NATIONAL CITY						
Polling Vote Center	1525	1	462	369	361	97.83%
Mail Ballots	1525	1	607	516	514	99.61%
Total	1525	2	1069	885	875	98.87%
517500-NATIONAL CITY						
Polling Vote Center	950	1	310	258	253	98.06%
Mail Ballots	950	1	337	285	283	99.30%
Total	950	2	647	543	536	98.71%
517600-NATIONAL CITY						
Polling Vote Center	1244	1	365	285	277	97.19%
Mail Ballots	1244	1	527	435	434	99.77%
Total	1244	2	892	720	711	98.75%
517800-NATIONAL CITY						
Polling Vote Center	1561	1	547	458	451	98.47%
Mail Ballots	1561	1	587	514	514	100.00%
Total	1561	2	1134	972	965	99.28%

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	CITY OF NATIONAL CITY				CITY CLERK	
	Reg. Voters	Vote For	Times Counted	Total Votes	MICHAEL "MIKE" DALLA	
518100-NATIONAL CITY						
Polling Vote Center	1519	1	447	353	347	98.30%
Mail Ballots	1519	1	635	537	534	99.44%
Total	1519	2	1082	890	881	98.99%
518600-NATIONAL CITY						
Polling Vote Center	1185	1	384	295	287	97.29%
Mail Ballots	1185	1	431	360	357	99.17%
Total	1185	2	815	655	644	98.32%
518800-NATIONAL CITY						
Polling Vote Center	1225	1	403	321	317	98.75%
Mail Ballots	1225	1	529	422	418	99.05%
Total	1225	2	932	743	735	98.92%
999499-NATIONAL CITY-VBM						
Polling Vote Center	32	1	0	0	0	-
Mail Ballots	32	1	23	15	15	100.00%
Total	32	2	23	15	15	100.00%
999500-VBM-AV						
Polling Vote Center	0	1	0	0	0	-
Mail Ballots	0	1	0	0	0	-
Total	0	2	0	0	0	-
999582-NATIONAL CITY-VBM						
Polling Vote Center	0	1	0	0	0	-
Mail Ballots	0	1	0	0	0	-
Total	0	2	0	0	0	-
999583-NATIONAL CITY-VBM						
Polling Vote Center	104	1	0	0	0	-
Mail Ballots	104	1	77	68	68	100.00%
Total	104	2	77	68	68	100.00%
999584-NATIONAL CITY-VBM						
Polling Vote Center	0	1	0	0	0	-
Mail Ballots	0	1	0	0	0	-
Total	0	2	0	0	0	-
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
COUNTY-WIDE OFFICE						
COUNTY-WIDE OFFICES						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
CONGRESSIONAL DIST'S 2011						
2011 51ST CONGRESSIONAL DIST						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
STATE BOARD OF EQUALIZATION						
4TH BD OF EQUAL DIST						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%



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	CITY OF NATIONAL CITY				CITY CLERK	
	Reg. Voters	Vote For	Times Counted	Total Votes	MICHAEL "MIKE" DALLA	
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
STATE SENATORIAL DIST'S 2011						
2011 40TH SENATORIAL DIST						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
STATE ASSEMBLY DIST'S 2011						
2011 79TH ASSEMBLY DIST						
Polling Vote Center	6849	7	1840	1434	1419	98.95%
Mail Ballots	6849	7	3000	2509	2502	99.72%
Total	6849	14	4840	3943	3921	99.44%
2011 80TH ASSEMBLY DIST						
Polling Vote Center	15145	16	4899	3872	3801	98.17%
Mail Ballots	15145	16	5923	4969	4944	99.50%
Total	15145	32	10822	8841	8745	98.91%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
SUPERVISORIAL DISTRICTS 2011						
2011 1ST SUPERVISORIAL DIST						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
CO BOARD OF EDUCATION 2011						
No Matching District						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
INCPOR CITIES - OVERALL						
NATIONAL CITY 515500-518990						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
UNINCORPORATED AREA						

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	CITY OF NATIONAL CITY				CITY CLERK	
	Reg. Voters	Vote For	Times Counted	Total Votes	MICHAEL "MIKE" DALLA	
No Matching District						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
INCRP CITY COUNCIL DIST'S 2011						
No Matching District						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%
Total						
Polling Vote Center	21994	23	6739	5306	5220	98.38%
Mail Ballots	21994	23	8923	7478	7446	99.57%
Total	21994	46	15662	12784	12666	99.08%

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	CITY OF NATIONAL CITY				CITY TREASURER	
	Reg. Voters	Vote For	Times Counted	Total Votes	D DELOSSANTOS YAMANE	R. MITCHEL BEAUCHAMP
Jurisdiction Wide						
515600-NATIONAL CITY						
Polling Vote Center	833	1	334	272	93 34.19%	177 65.07%
Mail Ballots	833	1	251	219	80 36.53%	138 63.01%
Total	833	2	585	491	173 35.23%	315 64.15%
515640-NATIONAL CITY						
Polling Vote Center	1256	1	383	318	102 32.08%	212 66.67%
Mail Ballots	1256	1	497	460	170 36.96%	290 63.04%
Total	1256	2	880	778	272 34.96%	502 64.52%
515650-NATIONAL CITY						
Polling Vote Center	980	1	277	230	80 34.78%	148 64.35%
Mail Ballots	980	1	365	323	120 37.15%	203 62.85%
Total	980	2	642	553	200 36.17%	351 63.47%
515660-NATIONAL CITY						
Polling Vote Center	854	1	203	166	62 37.35%	103 62.05%
Mail Ballots	854	1	385	350	124 35.43%	225 64.29%
Total	854	2	588	516	186 36.05%	328 63.57%
515690-NATIONAL CITY						
Polling Vote Center	1243	1	314	270	89 32.96%	181 67.04%
Mail Ballots	1243	1	497	439	141 32.12%	296 67.43%
Total	1243	2	811	709	230 32.44%	477 67.28%
515800-NATIONAL CITY						
Polling Vote Center	1480	1	498	422	140 33.18%	279 66.11%
Mail Ballots	1480	1	565	516	166 32.17%	350 67.83%
Total	1480	2	1063	938	306 32.62%	629 67.06%
516000-NATIONAL CITY						
Polling Vote Center	1189	1	435	357	137 38.38%	219 61.34%
Mail Ballots	1189	1	499	462	148 32.03%	311 67.32%
Total	1189	2	934	819	285 34.80%	530 64.71%
516200-NATIONAL CITY						
Polling Vote Center	633	1	206	177	60 33.90%	117 66.10%
Mail Ballots	633	1	267	233	100 42.92%	133 57.08%
Total	633	2	473	410	160 39.02%	250 60.98%
516500-NATIONAL CITY						
Polling Vote Center	1551	1	435	373	136 36.46%	236 63.27%
Mail Ballots	1551	1	763	637	220 34.54%	417 65.46%
Total	1551	2	1198	1010	356 35.25%	653 64.65%
516610-NATIONAL CITY						
Polling Vote Center	1631	1	357	302	138 45.70%	164 54.30%
Mail Ballots	1631	1	725	666	277 41.59%	389 58.41%
Total	1631	2	1082	968	415 42.87%	553 57.13%
516800-NATIONAL CITY						
Polling Vote Center	999	1	379	307	106 34.53%	200 65.15%
Mail Ballots	999	1	356	320	110 34.38%	210 65.63%
Total	999	2	735	627	216 34.45%	410 65.39%
517400-NATIONAL CITY						
Polling Vote Center	1525	1	462	403	159 39.45%	241 59.80%
Mail Ballots	1525	1	607	553	198 35.80%	355 64.20%
Total	1525	2	1069	956	357 37.34%	596 62.34%
517500-NATIONAL CITY						
Polling Vote Center	950	1	310	265	107 40.38%	156 58.87%
Mail Ballots	950	1	337	303	101 33.33%	202 66.67%
Total	950	2	647	568	208 36.62%	358 63.03%
517600-NATIONAL CITY						
Polling Vote Center	1244	1	365	317	124 39.12%	188 59.31%
Mail Ballots	1244	1	527	465	187 40.22%	278 59.78%
Total	1244	2	892	782	311 39.77%	466 59.59%
517800-NATIONAL CITY						
Polling Vote Center	1561	1	547	476	147 30.88%	327 68.70%
Mail Ballots	1561	1	587	533	181 33.96%	351 65.85%
Total	1561	2	1134	1009	328 32.51%	678 67.20%

COUNTY OF SAN DIEGO  
PRESIDENTIAL GENERAL ELECTION  
Tuesday, November 8, 2016

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Official Results - (San Diego County Portion Only) CITY OF NATIONAL CITY

	CITY OF NATIONAL CITY				CITY TREASURER			
	Reg. Voters	Vote For	Times Counted	Total Votes	D DELOSSANTOS YAMANE		R. MITCHEL BEAUCHAMP	
518100-NATIONAL CITY								
Polling Vote Center	1519	1	447	374	130	34.76%	242	64.71%
Mail Ballots	1519	1	635	574	190	33.10%	384	66.90%
Total	1519	2	1082	948	320	33.76%	626	66.03%
518600-NATIONAL CITY								
Polling Vote Center	1185	1	384	314	101	32.17%	212	67.52%
Mail Ballots	1185	1	431	391	140	35.81%	251	64.19%
Total	1185	2	815	705	241	34.18%	463	65.67%
518800-NATIONAL CITY								
Polling Vote Center	1225	1	403	342	114	33.33%	223	65.20%
Mail Ballots	1225	1	529	457	161	35.23%	294	64.33%
Total	1225	2	932	799	275	34.42%	517	64.71%
999499-NATIONAL CITY-VBM								
Polling Vote Center	32	1	0	0	0	-	0	-
Mail Ballots	32	1	23	20	10	50.00%	10	50.00%
Total	32	2	23	20	10	50.00%	10	50.00%
999500-VBM-AV								
Polling Vote Center	0	1	0	0	0	-	0	-
Mail Ballots	0	1	0	0	0	-	0	-
Total	0	2	0	0	0	-	0	-
999582-NATIONAL CITY-VBM								
Polling Vote Center	0	1	0	0	0	-	0	-
Mail Ballots	0	1	0	0	0	-	0	-
Total	0	2	0	0	0	-	0	-
999583-NATIONAL CITY-VBM								
Polling Vote Center	104	1	0	0	0	-	0	-
Mail Ballots	104	1	77	69	24	34.78%	45	65.22%
Total	104	2	77	69	24	34.78%	45	65.22%
999584-NATIONAL CITY-VBM								
Polling Vote Center	0	1	0	0	0	-	0	-
Mail Ballots	0	1	0	0	0	-	0	-
Total	0	2	0	0	0	-	0	-
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
COUNTY-WIDE OFFICE								
COUNTY-WIDE OFFICES								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
CONGRESSIONAL DIST'S 2011								
2011 51ST CONGRESSIONAL DIST								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
STATE BOARD OF EQUALIZATION								
4TH BD OF EQUAL DIST								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%

**COUNTY OF SAN DIEGO  
PRESIDENTIAL GENERAL ELECTION**

**Tuesday, November 8, 2016**

**Official Results - (San Diego County Portion Only) CITY OF NATIONAL CITY**

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	CITY OF NATIONAL CITY				CITY TREASURER			
	Reg. Voters	Vote For	Times Counted	Total Votes	D DELOSSANTOS YAMANE		R. MITCHEL BEAUCHAMP	
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
STATE SENATORIAL DIST'S 2011								
2011 40TH SENATORIAL DIST								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
STATE ASSEMBLY DIST'S 2011								
2011 79TH ASSEMBLY DIST								
Polling Vote Center	6849	7	1840	1562	597	38.22%	956	61.20%
Mail Ballots	6849	7	3000	2686	999	37.19%	1686	62.77%
Total	6849	14	4840	4248	1596	37.57%	2642	62.19%
2011 80TH ASSEMBLY DIST								
Polling Vote Center	15145	16	4899	4123	1428	34.63%	2669	64.73%
Mail Ballots	15145	16	5923	5304	1849	34.86%	3446	64.97%
Total	15145	32	10822	9427	3277	34.76%	6115	64.87%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
SUPERVISORIAL DISTRICTS 2011								
2011 1ST SUPERVISORIAL DIST								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
CO BOARD OF EDUCATION 2011								
No Matching District								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
INCORP CITIES - OVERALL								
NATIONAL CITY 515500-518990								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
UNINCORPORATED AREA								



**COUNTY OF SAN DIEGO  
PRESIDENTIAL GENERAL ELECTION**

**Tuesday, November 8, 2016**

**Official Results - (San Diego County Portion Only) CITY OF NATIONAL CITY**

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	CITY OF NATIONAL CITY				CITY TREASURER			
	Reg. Voters	Vote For	Times Counted	Total Votes	D DELOSSANTOS YAMANE		R. MITCHEL BEAUCHAMP	
No Matching District								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
INCORP CITY COUNCIL DIST'S 2011								
No Matching District								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%
Total								
Polling Vote Center	21994	23	6739	5685	2025	35.62%	3625	63.76%
Mail Ballots	21994	23	8923	7990	2848	35.64%	5132	64.23%
Total	21994	46	15662	13675	4873	35.63%	8757	64.04%

Good Evening:

Please note all percentages on the reports are doubled, because of the **two-card ballots**.  
Not all voters cast an A card and not all voters cast a B card. Therefore, from the total cards cast, it cannot be determined exactly how many people voted, but because the majority of voters voted two cards the number of cards cast is approximately 2 times the number of voters that turned out.

I've attached a report which might be easier for you to use.

Thank you,  
Elvira Vargas  
Elections Manager, Campaign Services  
Registrar of Voters  
858-505-7210; Email: [Elvira.Vargas@sdcounty.ca.gov](mailto:Elvira.Vargas@sdcounty.ca.gov)  
5600 Overland Ave. San Diego CA 92123

Seq#	Consolidation	Area Name	Registered Voters	Poll Voters	Mail Ballot Voters	Ballots Cast	Turnout%
1313	510500	BONITA	1252	412	654	1066	85.14%
1314	510600	BONITA	1177	320	640	960	81.56%
1315	510620	BONITA	664	221	343	564	84.94%
1316	510710	BONITA	1236	453	588	1041	84.22%
1317	510720	BONITA	899	300	436	736	81.87%
1318	511000	BONITA	1169	338	651	989	84.60%
1319	515600	NATIONAL CITY	833	334	251	585	70.23%
1320	515640	NATIONAL CITY	1256	383	497	880	70.06%
1321	515650	NATIONAL CITY	980	277	365	642	65.51%
1322	515660	NATIONAL CITY	854	203	385	588	68.85%
1323	515690	NATIONAL CITY	1243	314	497	811	65.25%
1324	515800	NATIONAL CITY	1480	498	565	1063	71.82%
1325	516000	NATIONAL CITY	1189	435	499	934	78.55%
1326	516200	NATIONAL CITY	633	206	267	473	74.72%
1327	516500	NATIONAL CITY	1551	435	763	1198	77.24%
1328	516610	NATIONAL CITY	1631	357	725	1082	66.34%
1329	516800	NATIONAL CITY	999	379	356	735	73.57%
1330	517400	NATIONAL CITY	1525	462	607	1069	70.10%
1331	517500	NATIONAL CITY	950	310	337	647	68.11%
1332	517600	NATIONAL CITY	1244	365	527	892	71.70%
1333	517800	NATIONAL CITY	1561	547	587	1134	72.65%
1334	518100	NATIONAL CITY	1519	447	635	1082	71.23%
1335	518600	NATIONAL CITY	1185	384	431	815	68.78%
1336	518800	NATIONAL CITY	1225	403	529	932	76.08%
1337	523300	LINCOLN ACRES	1009	411	378	789	78.20%
1338	525100	CHULA VISTA	1817	475	756	1231	67.75%
1339	525220	CHULA VISTA	1095	327	582	909	83.01%
1340	525250	CHULA VISTA	1006	330	536	866	86.08%
1341	525260	CHULA VISTA	1449	368	842	1210	83.51%
1342	525280	CHULA VISTA	1107	355	535	890	80.40%
1343	525290	CHULA VISTA	1661	519	839	1358	81.76%
1344	525300	CHULA VISTA	946	277	399	676	71.46%
1345	525400	CHULA VISTA	1250	364	723	1087	86.96%
1346	525500	CHULA VISTA	1063	363	480	843	79.30%
1347	525810	CHULA VISTA	1397	368	646	1014	72.58%
1348	526100	CHULA VISTA	1602	469	685	1154	72.03%
1349	526400	CHULA VISTA	1062	295	506	801	75.42%
1350	526410	CHULA VISTA	863	283	387	670	77.64%
1351	526600	CHULA VISTA	1279	576	656	1232	96.33%
1352	526810	CHULA VISTA	1363	345	667	1012	74.25%
1353	526900	CHULA VISTA	1566	533	644	1177	75.16%
1354	527200	CHULA VISTA	1393	362	608	970	69.63%
1355	527700	CHULA VISTA	1274	439	611	1050	82.42%
1356	527800	CHULA VISTA	994	310	463	773	77.77%
1357	528000	CHULA VISTA	1147	385	522	907	79.08%
1358	528200	CHULA VISTA	1208	406	559	965	79.88%
1359	528500	CHULA VISTA	1109	433	480	913	82.33%

The following page(s) contain the backup material for Agenda Item: SWEARING IN OF NEWLY ELECTED OFFICIALS - Jerry Cano - City Council, Alejandra Sotelo-Solis - City Council, Michael Dalla - City Clerk, Mitchel Beauchamp - City Treasurer

Item # \_\_\_\_

12/20/16

## **SWEARING IN OF NEWLY ELECTED OFFICIALS**

**JERRY CANO – CITY COUNCIL**

**ALEJANDRA SOTELO-SOLIS – CITY COUNCIL**

**MICHAEL DALLA – CITY CLERK**

**MITCHEL BEAUCHAMP – CITY TREASURER**



The following page(s) contain the backup material for Agenda Item: Employee of the Quarter 2016 - Paul Kane, Fire Engineer



CITY OF NATIONAL CITY  
M E M O R A N D U M

DATE: December 7, 2016  
TO: Leslie Deese, City Manager  
FROM: Stacey Stevenson, Deputy City Manager  
SUBJECT: EMPLOYEE OF THE QUARTER PROGRAM

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The Employee Recognition Program communicates the City's appreciation for outstanding performance. In doing so, it recognizes employees who maintain high standards of personal conduct and make significant contributions to the workplace and community.

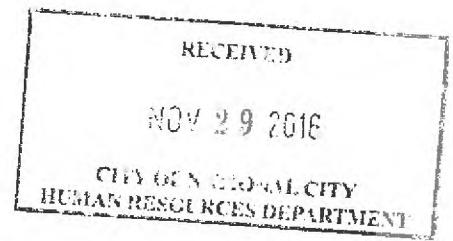
The employee to be recognized for the Fourth Quarter of calendar year 2016 is:

**Paul Kane – Fire Engineer**

*By copy of this memo, the employee is invited to attend the Council meeting on Tuesday, December 20, 2016 to be recognized for his achievement and service.*

Attachment

cc: Paul Kane  
Frank Parra – Director of Emergency Services  
Josie Flores-Clark – Executive Assistant IV  
Human Resources – Office File



**Performance Recognition Award  
Nomination Form**

I nominate Engineer Paul Kane

For the Performance Recognition Award for the following reasons:

Please state reason why your nominee should receive an award, (i.e., examples of service beyond requirements of position, exemplary service to the public, outstanding job performance, etc.) Do not to exceed 150 total words. Please be as specific as possible when giving your examples.

Engineer Paul Kane is very reliable on the fire ground and in the fire house. He shares his skills constantly with fellow fire personnel. This includes his construction knowledge which which has proven to be invaluable many times. He has taken leadership construction roles on behalf of the National City Fire Department as well as projects for National City residents including Habitat for Humanity, the Sanchez Family Home project and many more.

He constructed a V.E.I.S. room in the drill tower, which has been used to train Firefighters from all over the county.

Paul is also a member of the Department Rescue Committee, which is responsible for researching new equipment and implementing new tactics and strategies.

He is an exemplary employee and an outstanding crew member. His commitment to providing the highest possible standard of care to the citizens of National City is an asset to the department and the City.

**FORWARD COMPLETED NOMINATION TO:**

**National City Performance Recognition Program  
Human Resources Department**

Nominated by: Frank Parra, Director of Emergency Services

Signature: 

Date: November 29, 2016

The following page(s) contain the backup material for Agenda Item: Selection of Vice-Mayor (City Attorney)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:** APPOINTMENT: Selection of Vice-Mayor

**PREPARED BY:** George H. Eiser, III  
Interim City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4222

**APPROVED BY:** 

**EXPLANATION:**

Appearing on the City Council agenda for the meeting of December 13, 2016, is a resolution declaring the results of the General Municipal Election held on November 8, 2016.

In a general law city such as National City, the California Government Code, at Sections 36801 and 34905, provides that at the meeting at which the declaration of results for a general municipal election is made, the city council shall, following the declaration of the election results and installation of elected officials, choose one of its members as mayor pro tempore (referred to in National City as the vice-mayor).

Government Code Section 36802 provides that the mayor shall preside at the meetings of the council; that if the Mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act; and that the mayor pro tempore has all of the powers and duties of the mayor.

The selection of the vice-mayor may be accomplished by approval of a motion.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ Finance

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ MIS

N/A

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Approval of motion.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

N/A



The following page(s) contain the backup material for Agenda Item: Motion of the City Council of the City of National City approving the waiving of the reading of the text of the Ordinances considered at this meeting and providing that such Ordinances shall be introduced and/or adopted after a reading of the title only. (City Clerk)

Item # \_\_\_\_

12/20/16

**MOTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL  
CITY APPROVING THE WAIVING OF THE READING OF THE  
TEXT OF THE ORDINANCES CONSIDERED AT THIS MEETING  
AND PROVIDING THAT SUCH ORDINANCES SHALL BE  
INTRODUCED AND/OR ADOPTED AFTER A READING  
OF THE TITLE ONLY.**

(City Clerk)

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and MediFit Community Services LLC, doing business as EXOS, exercising the option to

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and MediFit Community Services LLC, doing business as EXOS, exercising the option to extend the term by 12 months ending on June 30, 2018 and to amend sections of the Agreement to reflect the actual terms and operations. (Community Services)

**PREPARED BY:** Audrey Denham

**PHONE:** 619-336-4243

**DEPARTMENT:** Community Services

**APPROVED BY:** 

**EXPLANATION:**

The First Amend to the Agreement extends the term to June 30, 2018, and amends the following sections of the Agreement:

Permitted Uses; Hours of Service; Base Management Fees; Payment Terms; Not to Exceed Amount; Submittal of Cash and Credit Card Receipts; Indemnity; Notices; City Approval.

The following sections have been added:

Social Media; Prohibiting Consumption of Alcohol on the Premises.

Subsection 8.2.1 (90% Monthly Payment) has been deleted and is "reserved", and Subsection 8.1.3 (Monthly Balance Due Payment) is renumbered as 8.2.2.

**FINANCIAL STATEMENT:**

**APPROVED:** \_\_\_\_\_ **Finance**

**ACCOUNT NO.** |

**APPROVED:** \_\_\_\_\_ **MIS**

During FY18 budget development staff will include \$422,000 in the Community Services Contract Services account.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, is not subject to environmental review.

**ORDINANCE:**

**INTRODUCTION:** ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt the resolution authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and EXOS.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Staff Report
2. Service Agreement
3. Amendment to Service Agreement



## City Council Staff Report

December 13, 2016

### ITEM

Staff Report: Resolution of the City Council of the City of National City authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and EXOS, formerly known as MediFit, exercising the option to extend the term by 12 months beginning July 1, 2017 and ending on June 30, 2018.

### BACKGROUND

On November 3, 2015 City Council approved a 20 month Service Agreement with EXOS, formerly known as MediFit, to provide aquatic services at Las Palmas Pool. In February 2016, EXOS successfully reopened Las Palmas Pool. As part of the Service Agreement, the City is responsible for utilities, chemicals, facility and landscape maintenance, and janitorial services. Each month, EXOS invoices the City for staffing expenses, marketing and administrative costs, and a flat management fee.

### SUMMARY OF FIRST AMENDMENT

City staff and EXOS have negotiated a one year extension to the Service Agreement at a cost of \$422,000.

Fiscal Year	Proposed Budget
2017	\$394,000
2018	\$422,000

The fiscal year 2018 proposed budget includes a projected reduction in administrative and supply expenses and an increase in staff costs. The increase in staff costs is attributable to increased programming. The net change in the budget is an increase of \$28,000 in projected expenditures for fiscal year 2018 over fiscal year 2017. This increase will be offset by corresponding revenues from programming.

### RECOMMENDATION

Adopt the resolution authorizing the Mayor to execute a First Amendment to the Service Agreement between the City of National City and EXOS.



## **FISCAL IMPACT**

During budget development for fiscal year 2018 staff will budget \$422,000 in the Community Services Contract Services account.

**SERVICE AGREEMENT  
BY AND BETWEEN  
THE CITY OF NATIONAL CITY  
AND  
MEDIFIT COMMUNITY SERVICES LLC  
FOR THE OPERATION OF LAS PALMAS POOL**

This Service Agreement (this "Service Agreement") is entered into by and between the CITY OF NATIONAL CITY, a municipal corporation (the "CITY"), and MEDIFIT COMMUNITY SERVICES LLC, a limited liability company ("MEDIFIT").

**RECITALS**

- A. The CITY owns the real property commonly known as Las Palmas Pool, located at 1800 E. 22nd Street, National City, California (the "Premises") as depicted on Exhibit A.
- B. MEDIFIT is a privately-held fitness and wellness management and consulting company and is in the business of designing, managing and operating all aspects of mixed use health, fitness and aquatics centers similar to Las Palmas Pool.
- C. The CITY wishes to have MEDIFIT operate the Las Palmas Pool with MEDIFIT programs serving the local community.
- D. The CITY is responsible for repair and maintenance of the Premises, which includes improvements, landscaping, janitorial, facility maintenance, chemical maintenance and information technology. The City desires to engage MEDIFIT to operate of the Premises, which includes, personnel, programming, events and operating procedures and policies.

NOW, THEREFORE, in consideration of the foregoing facts, and in consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

**ARTICLE 1  
TERM OF AGREEMENT**

1.1 Term. The term of this Service Agreement shall be for twenty (20) months beginning November 4, 2015 (the "Commencement Date") and terminating on June 30, 2017 (such period, the "Term").

1.2 Option to Extend Term. This Service Agreement may be extended upon mutual agreement between the parties. If either party desires an extension, the requesting party must make the request for an extension to the Term no less than nine (9) months prior to the end of the Term and mutual agreement must be reached no less than six (6) months prior to the end of the Term. At the time of an extension request, MEDIFIT and the CITY shall discuss a mutually agreed upon scope of work for the extended Term. The CITY and MEDIFIT may mutually agree to extend the Term of this Service Agreement for up to two (2) additional one (1) year terms.

1.3 Transition Period. Should the CITY or MEDIFIT decide not to extend this Service Agreement within the timeframe above, MEDIFIT will work with the CITY to transition the operations to the CITY over the six (6) month period preceding the end of the Term of this Service Agreement.

## ARTICLE 2 PREMISES AND PERSONAL PROPERTY

2.1 Facilities to be Operated. For the purpose of operating the Premises for the benefit of the citizens of National City, the CITY hereby engages MEDIFIT to operate the Premises, subject to the covenants and conditions hereinafter set forth, on the Commencement Date. Facilities to be operated include the main pool, the activity pool, the locker rooms, main pump and storage rooms and the main lobby and administrative offices (the "Facilities"). The main pool is 50 meters by 19.8 meters, with 8 lanes of 50 meters, including one 3 meter diving board and two 1 meter diving boards. The activity pool is 80 feet long and at its widest it is 45 feet wide with a total area of 81,000 square feet; it has 4 different spray features and a 16 foot high slide with a ride length of 134.58 feet. The locker rooms are enclosed by a high wall and have a large changing area, showers and restrooms. There is a main pump room adjacent to the pool along with multiple storage rooms. There is also a main lobby and administrative offices.

2.2 Ownership of Personal Property and Improvements. The rights and obligations of the parties regarding the ownership of personal property and improvements on the Premises shall be as follows:

2.2.1 All of the CITY's personal property not permanently affixed to the Premises ("Personal Property"), such as but not limited to, furnishings, office equipment and supplies shall remain the property of the CITY. All improvements existing on the Premises ("Improvements"), together with all fixtures permanently attached to the Premises ("Fixtures"), as of the Commencement Date shall remain the property of the CITY during the Term. MEDIFIT shall not remove any Personal Property, Improvements, or Fixtures from the Premises nor waste, destroy, or modify any Personal Property, Improvements, or Fixtures on the Premises. All new Improvements, together with all new Fixtures permanently attached to the Premises, after the Commencement Date shall remain the property of the CITY during the Term. MEDIFIT shall not remove any of the CITY's Personal Property, Improvements, or Fixtures from the Premises nor waste, destroy, or modify any Personal Property, Improvements, or Fixtures on the Premises.

2.2.2 All of MEDIFIT's personal property not permanently affixed to the Premises shall remain the property of MEDIFIT.

## ARTICLE 3 PERMITTED USE

3.1 Permitted Uses. MEDIFIT shall operate the Premises by providing for and facilitating the following proposed activities beginning January 2016, which may be amended or replaced from time-to-time by agreement of the authorized representatives of the parties:

3.1.1 Open Swim on Saturday and Sunday throughout the year and open swim seven (7) days a week during the months of June, July and August; as well as during the National School District two (2) week fall break that occurs during September and/or October. In addition, consideration based on need will be given for an expanded open swim schedule during the National School District two (2) week winter and spring breaks.

3.1.2 Learn to swim classes throughout the year based on community needs. The number of classes offered will increase during the months of June, July and August. A variety of learn to swim classes for youth and adults with varying levels of experience will be offered. Cancellation of classes is permitted if enrollment is under three (3) participants.

3.1.3 Exercise classes for various ages and abilities and offered based on community needs. Cancellation of classes is permitted if enrollment is under five (5) participants.

3.2 Hours of Service. MEDIFIT may provide programming between the hours of 7:00 a.m. and 10:00 p.m. seven (7) days a week beginning January 2016. Hours of service may be changed upon mutual agreement.

3.2 CITY Use. The City may use the Premises for special events including National Night Out and Summer Movies in the Park. The CITY may use the Premises for up to ten (10) additional events or programs per year. Dates and times of such uses will be agreed upon by the CITY and MEDIFIT.

3.3 Consideration. MEDIFIT's performance under this Service Agreement shall serve as the sole consideration due to the CITY for MEDIFIT's right to operate the Premises.

3.4 CITY Residents. Participants seeking day use of the Premises who prove to MEDIFIT's satisfaction that they are residents of the CITY shall not be required to become members of MEDIFIT and shall be offered reduced resident rates.

#### ARTICLE 4 SERVICES

4.1 MEDIFIT shall render the management services listed below (the "Services") to the CITY for the on-site management and supervision of the Premises. The Services shall be performed in accordance with generally accepted standards in the fitness and wellness management industry and shall be performed in accordance with such requirements or restrictions as may be imposed by any government authority. MEDIFIT shall provide the Services as follows:

4.1.1 MEDIFIT has formulated an annual budget in accordance with financial targets for net operating income/surplus and meeting agreed upon benchmarks as set forth in Exhibit B attached hereto and incorporated herein. The budget is mutually agreed upon by the CITY and MEDIFIT.

4.1.2 MEDIFIT shall endeavor to meet or exceed the revenue goals as set forth in Exhibit B through the development and execution of effective marketing and retention plans.

4.1.3 MEDFIT shall provide learn to swim classes, open swim and other programs at affordable resident rates approved by the City.

4.1.4 MEDIFIT shall endeavor to meet or exceed budgeted net operating income/surplus goals as set forth in Exhibit B. Financial results will be monitored by and reviewed with the CITY on a monthly, quarterly and annual basis.

4.1.5 MEDIFIT shall provide quarterly reports to the City denoting National City participant numbers, total participant numbers, events and programs coordinated, total use by third parties, such as athletic teams, and any other pertinent statistics.

4.1.6 MEDIFIT shall recruit, hire and employ, as employees of MEDIFIT, all persons who will work at, or provide services to the Premises, managed by MEDIFIT in furtherance of the CITY operations (all such persons being referred to herein, collectively as "Managed Personnel"). Salaries and other expenses of Managed Personnel will be charged to CITY as an operating expense only to the extent such Managed Personnel are actually employees of MEDIFIT.

Both parties hereto in the performance of this Service Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. Neither MEDIFIT nor, to MediFit's knowledge, MEDIFIT'S employees are employees of the CITY, and are not entitled to any of the rights, benefits, or privileges of the CITY'S employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Service Agreement contemplates the personal services of MEDIFIT and MEDIFIT'S employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Service Agreement was, and is, the professional reputation and competence of MEDIFIT and its employees. Neither this Agreement nor any interest herein may be assigned by MEDIFIT without the prior written consent of the CITY. Nothing herein contained is intended to prevent MEDIFIT from employing or hiring as many employees as MEDIFIT may deem necessary for the proper and efficient performance of this Service Agreement. All agreements by MEDIFIT with third parties shall require the third party to adhere to the applicable terms of this Service Agreement.



4.1.7 MEDIFIT will manage personnel, facilities and programs/services in a manner consistent with the mission and values of the CITY. MEDIFIT will provide personnel as it deems reasonably necessary to perform the Services set forth in this Service Agreement. Personnel will be trained by MEDIFIT to properly perform the Services. MEDIFIT will present the CITY with General Manager candidates for review prior to hiring. The CITY will have the right to disapprove of the General Management candidates.

4.1.8 MEDIFIT will establish and implement policies and procedures designed to operate the Premises in a manner that promotes safety, customer service and financial accountability.

4.1.9 MEDIFIT will work closely with the CITY and the Community Services Department in designing and implementing effective and low cost program marketing campaigns, including community outreach to find programming opportunities. MEDIFIT will develop and launch outdoor fitness and program initiatives.

4.1.9.1 Use by Others. MEDIFIT may allow use of the Premises to other groups or organizations such as athletic teams/clubs. Any third party group users such as athletic teams/clubs shall be required to obtain a facility use permit from the CITY, and shall pay fees to the CITY for their use of the Premises.

4.1.10 MEDIFIT will develop and enhance measurement and analytics capabilities to help optimize revenue.

4.1.11 MEDIFIT will assist the CITY with a needs assessment for the Premises, which includes, but is not limited to, providing analysis and recommendations to improve operations and collecting input from the community through survey's and community meetings.

## ARTICLE 5 EQUIPMENT

5.1 The CITY will be solely responsible for providing and equipping the Premises (including, without limitation, Automatic External Defibrillators) so that the Services may be rendered by MEDIFIT in accordance with this Service Agreement and in compliance with all applicable rules and regulations relating to the Premises and the Services. The CITY shall provide such items as office furniture and equipment, telephones, computers and software for the Premises. The CITY will also be responsible for purchasing or leasing all aquatic related exercise equipment and safety and first aid equipment necessary to operate the Premises as reasonably requested by MEDIFIT. The CITY also agrees to, at its sole expense, maintain such equipment to the best of their ability. The CITY will consider the nature and priority of the maintenance and available funding to determine if and when such repairs and maintenance will be completed.

5.2 MEDFIT shall, provide general administrative supplies and marketing materials necessary for the operation of the Premises at the City's sole cost and expense. The City shall pay for such supplies and materials within thirty (30) days of receipt of MEDFIT's invoice therefor. MEDFIT shall prepare and distribute marketing materials and CITY shall assist with the distribution of marketing materials.

## ARTICLE 6 UTILITIES

6.1 Utility Services. The CITY shall be responsible for maintaining utility services to the Premises, and shall provide and pay for all utilities or services necessary for its use and operation of the Premises during the Term, including but not limited to gas, water, electricity, trash, sewer charges and telephone. The CITY shall pay directly to the applicable utility company such charges, and MEDFIT shall have no obligation to pay for such utility services.

## ARTICLE 7 REPAIRS; MAINTENANCE

7.1 CITY Repair and Maintenance Obligations. The CITY shall, at its own cost and expense, repair, maintain in good and tenantable condition, ordinary wear and tear excepted, and replace, as necessary, the Premises. The CITY is responsible for all repair and maintenance including but not limited to, landscape maintenance, janitorial maintenance and facility maintenance. The CITY shall work with MEDFIT to maintain public safety, hygiene and fire safety of the Premises. The CITY shall consider the nature and priority of the work and available funding to determine if and when such repairs and maintenance will be completed.

7.1.1 Landscape Maintenance. The CITY is responsible for all outdoor cleaning and landscape maintenance at the Premises.

7.1.2 Janitorial Maintenance. The CITY is responsible for janitorial maintenance at the Premises, including but not limited to, routine cleaning of office, lobby, restrooms and locker rooms which includes waste removal, window cleaning, sweeping and mopping floors, and dusting and wiping counters and surfaces. The CITY is responsible for stocking janitorial items such as toiletries and cleaning supplies. The CITY has sole discretion on the frequency of cleaning and amount of janitorial items stocked.

7.1.3 Facility Maintenance. The CITY is responsible for all facility maintenance, including but not limited to, electrical, lighting, plumbing, pool chemicals, paint, flooring, HVAC systems and heat and air conditioning.

7.1.4 Information Technology. The CITY is responsible for providing internet access, telephones and support services.

7.2 MEDFIT Repair and Maintenance Obligations. MEDFIT shall operate the Premises in a manner that promotes the safety and security of the public while MEDFIT personnel is on the Premises. Safety and security issues must be reported to the designated CITY contact promptly

and MEDIFIT personnel will endeavor to protect the safety and security of the public until the CITY can address the safety and/or security issue.

Except for normal wear and tear occurring in the ordinary course of business, MEDIFIT agrees to repair or replace any damage or injury done to the Premises, or Personal Property, or any part thereof, caused by MEDIFIT or MEDIFIT's agents, employees or invitees, at MEDIFIT's own cost and expense. If MEDIFIT fails to make such repairs or replacements promptly, CITY may, at its option, make such repairs or replacements, and MEDIFIT shall repay the cost thereof to the CITY within ten (10) days of written demand. However, for any repair work, costing over Five Hundred and no/100 Dollars (\$500.00) to be performed by MEDIFIT or MEDIFIT's agents, MEDIFIT shall not perform such repair work without the CITY's prior written consent. Any repairs or replacements in or to the Premises, other than repair work in emergency situations, which would require an expenditure exceeding Five Thousand and no/100 Dollars (\$5,000.00) and which constitute a "public project" under Section 20161 of the California Public Contract Code, shall be contracted for/by CITY and let to the lowest responsible bidder after notice.

7.3 CITY Right to Inspect. MEDIFIT shall permit the CITY to enter the Premises at all times to inspect the Premises, provided, however, that such entry shall not unreasonably interfere with MEDIFIT's operation of the Premises. Nothing contained in this Article 7, however, shall be construed as creating any duty on the part of the CITY to do any work which, under any provision of this Agreement, MEDIFIT may be required to do.

7.4 Prevailing Wages. MEDIFIT shall, pay prevailing wages if required by law for work performed on the Premises.

## ARTICLE 8 FEES AND PAYMENT TERMS

8.1 Fees. The CITY shall pay MEDIFIT a monthly base management fee, actual payroll and staffing expenses and marketing and administrative costs as set forth in this Article 8.1 and Exhibit B.

8.1.1 Base Management Fee. As compensation for the Services, the CITY shall pay MEDIFIT a monthly base management fee (the "Base Management Fee") for each month beginning November 4, 2015 (prorated for any partial months at the beginning or end of the Term) in the amount of \$5,000 per month throughout the Term and the Base Management Fee shall be invoiced monthly. The Base Management Fee shall be due thirty (30) days after receipt of invoice therefor.

8.1.2 Payroll and Staffing Expenses. MEDIFIT shall recruit, hire and employ, as employees of MEDIFIT, all persons who will work at, or provide services at the Premises. Monthly payroll and staffing expenses are estimated as set forth in Exhibit B and will be charged to the CITY as an operating expense only to the extent such Managed Personnel are actually employees of MEDIFIT.

**8.1.3 Marketing and Administrative Costs.** MEDIFIT shall, provide such items as general administrative supplies and marketing materials necessary for the operation of the Premises. Monthly marketing and administrative costs are estimated as set forth in Exhibit B and the cost of the marketing materials and the administrative supplies shall be paid for by the City within thirty (30) days after receipt of an invoice setting forth the amount of such costs.

**8.2 Payment Terms.** The CITY shall pay MEDIFIT ninety percent (90%) of the estimated monthly operating expenses as set forth in Exhibit B on or before the first (1<sup>st</sup>) day of every month. At the end of the month MEDIFIT shall submit an invoice for the remaining balance due.

**8.2.1 90% Monthly Payment.** Commencing on December 1, 2015 the CITY will pay to MEDIFIT, on or before the first (1<sup>st</sup>) day of every month, an amount equal to ninety percent (90%) of MEDIFIT's budgeted monthly Base Management Fee, estimated payroll and staffing expenses, and estimated marketing and administrative costs, as set forth in Exhibit B. The initial payment shall be payable on the first (1<sup>st</sup>) day of December 2015. The remainder of the actual monthly payment shall be paid as set forth in 8.1.3.

**8.1.3 Monthly Balance Due Payment.** MEDIFIT shall submit an invoice for the remaining balance due each month in which Services are rendered. To the extent applicable, each invoice will reflect the monthly Base Management Fee, actual payroll and staffing expenses and actual marketing and administrative costs together with all amounts payable to MEDIFIT as set forth in Exhibit B, less any payments or revenue received during the month in which Services are rendered. Upon request, MEDIFIT shall submit to the CITY supporting documentation for payroll and staffing expenses and marketing and administrative costs. Supporting documentation may be, but is not limited to, copies of payroll and receipts for purchases.

**8.3 Not to Exceed Amount.** MEDIFIT agrees that the combined base management fee, payroll and staffing fees, and marketing and administrative costs, shall not exceed a total of \$650,000 over the Term of this Agreement. Should the parties agree to extend the Service Agreement, Article 8.3 must be negotiated and mutually agreed upon.

**8.4 Third Party Rental Groups.** The CITY will separately collect and retain rental revenue from third party rental groups. MEDIFIT shall allow all CITY approved third party rental groups to use the Premises and shall give priority use to CITY requests for either third party rental groups or CITY use for events.

**8.5 Revenue Collected by MEDIFIT.** Revenue collected by MediFit for its programming of open swim, learn to swim, and exercise classes will be collected and handled by MEDIFIT. MEDIFIT shall submit daily cash receipts to the CITY each month with the monthly balance due invoice.

**8.6** Notwithstanding any other provision contained herein, in the event that CITY's outstanding balance for fees and charges to MEDIFIT is greater than ninety (90) days past due, MEDIFIT will have the right to immediately and unilaterally terminate this Agreement.



8.7 The CITY shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by the CITY hereunder.

## ARTICLE 9 TAXES

9.1 Definition. "Taxes" shall mean all taxes, governmental bonds, special assessments, charges, or transfer taxes, license and transaction fees, including, but not limited to, (i) any state, local, federal income tax, or any real or personal property tax, (ii) increases in taxes attributable to MEDIFIT's operation of the Premises, or (iii) any taxes which are essentially payments to a governmental agency, other than the CITY, for the right to make improvements to the Premises. MEDIFIT recognizes and agrees that this agreement may create a possessory interest subject to property taxation and that MEDIFIT may be subject to the payment of taxes levied on such interest. MEDIFIT agrees to pay, before delinquency, all taxes, assessments and fees assessed or levied upon the Premises.

9.2 Responsibility for Payment of Taxes. The CITY shall not be obligated to pay any Taxes accruing against MEDIFIT.

## ARTICLE 10 INDEMNIFICATION AND INSURANCE

10.1 MEDIFIT's Indemnity. MEDIFIT agrees to defend, indemnify and hold harmless the City of National City, its officers and employees, against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suites, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the MEDIFIT'S performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the CITY, its agents, officers, or employees. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Operating Agreement for any alleged or actual omission, act, or negligence under this Operating Agreement that occurred during the term of this Operating Agreement.

10.2 Insurance. MEDIFIT, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this Service Agreement, the following checked insurance policies:

A. ☒ If checked, **Professional Liability** Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.

B. **Automobile Insurance** covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include owned, non-owned, and hired vehicles ("any auto"). The policy shall name the CITY and its officers, agents and



employees as additional insureds, and a separate additional insured endorsement shall be provided.

C. **Commercial General Liability Insurance**, with minimum limits of \$5,000,000 per occurrence and \$10,000,000 aggregate, covering all bodily injury and property damage arising out of its operations under this Service Agreement. The policy shall name the CITY and its officers, agents and employees as additional insureds, and a separate additional insured endorsement shall be provided. The general aggregate limit must apply solely to this "project" or "location".

D. **Workers' Compensation Insurance** in an amount sufficient to meet statutory requirements covering all of MEDIFIT'S employees and employers' liability insurance with limits of at least \$1,000,000 per accident. In addition, the policy shall be endorsed with a waiver of subrogation in favor of the City. Said endorsement shall be provided prior to commencement of work under this Service Agreement.

If MEDIFIT has no employees subject to the California Workers' Compensation and Labor laws, MEDIFIT shall execute a Declaration to that effect. Said Declaration shall be provided to MEDIFIT by CITY.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the MEDIFIT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Service Agreement. In addition, the "retro" date must be on or before the date of this Service Agreement.

G. Insurance shall be written with only California admitted companies that hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY'S Risk Manager. In the event coverage is provided by non-admitted "surplus lines" carriers, they must be included on the most recent California List of Eligible Surplus Lines Insurers (LESLI list) and otherwise meet rating requirements.

H. This Service Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY'S Risk Manager. If the MEDIFIT does not keep all of such insurance policies in full force and effect at all times during the terms of this Service Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Service Agreement and terminate the Service Agreement as provided herein.

I. All deductibles and self-insured retentions in excess of \$10,000 must be disclosed to and approved by the CITY.

## ARTICLE 11 TERMINATION

11.1 This Service Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 60-day's written notice to MEDIFIT. During said 60-day period MEDIFIT shall perform all services in accordance with this Service Agreement. This Service Agreement may also be terminated immediately by the CITY for cause

in the event of a material breach of this Service Agreement, misrepresentation by MEDIFIT in connection with the formation of this Service Agreement or the performance of services, or the failure to perform services as directed by the CITY. Termination with or without cause shall be effected by delivery of written Notice of Termination to MEDIFIT as provided for herein. The CITY further reserves the right to immediately terminate this Service Agreement upon: (1) the filing of a petition in bankruptcy affecting MEDIFIT; (2) a reorganization of MEDIFIT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of MEDIFIT.

11.2 This Service Agreement may be terminated by MEDIFIT by notice to the CITY, at any time if (1) the CITY becomes insolvent or admits its inability to pay its debts generally as they become due, (2) the CITY becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not discussed or vacated within forty-five (45) days after filing, (3) the CITY is dissolved or liquidated or takes any action for such purpose, (4) the CITY makes a general assignment for the benefit of creditors, or (5) the CITY has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Upon termination of this Agreement, within thirty (30) days of the termination MEDIFIT shall return to the CITY all property of the CITY, and MEDIFIT shall remove all property of MEDIFIT at MEDIFIT's expense.

## ARTICLE 12 HAZARDOUS MATERIALS

12.1 Hazardous Materials Laws-Definition. As used in this Article, the term "Hazardous Materials' Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C., sec.9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C., sec.1801 et seq.), and the Resource Conservation and Recovery Act of 1986, as amended (42 U.S.C., sec. 6901 et seq.), relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under or about the Premises, soil and ground water conditions or other similar substances or conditions.

12.2 Hazardous Materials - Definition. As used in this Section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that:

12.2.1 is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials;

12.2.2 is controlled, referred to, designated in or governed by any Hazardous Materials Laws;

12.2.3 gives rise to any reporting, notice or publication requirements under any Hazardous Materials Laws, or

12.2.4 is any other material or substance giving rise to any liability, responsibility or duty upon the CITY or MEDIFIT with respect to any third person under any Hazardous Materials Law.

12.3 **MEDIFIT Representations and Warranties.** MEDIFIT represents and warrants that, during the Term or any extension thereof, MEDIFIT shall comply with the following provisions of this Section unless otherwise specifically approved in writing by CITY, subject to the terms and conditions of MEDIFIT maintenance obligations provided elsewhere in this Service Agreement:

12.3.1 MEDIFIT shall not cause or authorize any Hazardous Materials to be brought, kept or used in or about the Premises by MEDIFIT, its agents, employees, assigns, contractors or invitees, except as required by MEDIFIT's permitted use of the Premises in the normal course of operations;

12.3.2 Any handling, transportation, storage, treatment or usage by MEDIFIT of Hazardous Materials that is to occur on the Premises following the Commencement Date shall be in compliance with all applicable Hazardous Materials Laws;

12.3.3 Any leaks, spills, release, discharge, emission or disposal of Hazardous Materials which may occur on the Premises following the Commencement Date shall be promptly reported in writing to CITY;

12.3.4 No friable asbestos shall be constructed, placed on, deposited, stored, disposed of, or located by MEDIFIT in the Premises;

12.3.5 No underground improvements, including but not limited to treatment or storage tanks, or water, gas or oil wells shall be located by MEDIFIT on the Premises without CITY's prior written consent;

12.3.6 MEDIFIT shall promptly supply the CITY with copies of all notices, reports, correspondence, and submissions made by MEDIFIT to the United States Environmental Protection Agency, the United Occupational Safety and Health Administration, and any other local, state or federal authority which requires submission of any information concerning environmental matters or hazardous wastes or substances pursuant to applicable Hazardous Materials' Laws with respect to the Premises; and

12.3.7 MEDIFIT shall promptly notify the CITY of any liens threatened or attached against the Premises pursuant to any Hazardous Materials' Law.

## ARTICLE 13 ASSIGNMENT

12

Service Agreement  
Between City and MediFit  
9-4-15

13.1 CITY's Consent Required. MEDIFIT shall not voluntarily or involuntarily assign or otherwise transfer all or any portion of its rights and duties under this Agreement without the CITY's prior written consent. Any attempted assignment or transfer without the CITY's prior written consent shall be void.

#### ARTICLE 14 DEFAULTS BY MEDIFIT; REMEDIES

14.1 Events of Default; Remedies. If MEDIFIT neglects or fails to perform or observe any of its obligations under the terms, covenants, or conditions contained in this Service Agreement within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if MEDIFIT fails to cure such default after written notice thereof, then MEDIFIT shall be liable to the CITY for any and all damages sustained by the CITY as a result of MEDIFIT breach and the CITY may terminate this Service Agreement.

#### ARTICLE 15 DEFAULTS BY CITY; REMEDIES

15.1 Events of Default; Remedies. If the CITY neglects or fails to perform or observe any of its obligations under the terms, covenants, or conditions contained in this Service Agreement within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if the CITY fails to cure such default after written notice thereof, then the CITY shall be liable to MEDIFIT for any and all damages sustained by MEDIFIT as a result of the CITY's breach and MEDIFIT may terminate this Service Agreement.

#### ARTICLE 16 DAMAGE OR DESTRUCTION

17.1 CITY Duty to Repair Casualty. Except as provided in this article and subject to the terms and conditions of MEDIFIT maintenance obligations provided elsewhere in this Service Agreement, should the Premises be damaged by fire, earthquake, or any other identifiable event of a sudden, unexpected, or unusual nature (Casualty), the CITY, at the CITY's sole discretion may repair any damages to the Premises, and may repair, restore and replace any such damaged or destroyed Fixtures, Improvements or Personal Property. In the event the City decides not to repair any damage, and such damage renders the Premises inoperable, the City may terminate this agreement as provided in Article 11 (Termination).

17.2 No Abatement. In the event of reconstruction, replacement or repair, MEDIFIT shall continue its operations on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and in continuing compliance with applicable laws and regulations. MEDIFIT shall not be entitled to any compensation or damages from the CITY for loss of use of the whole or any part of the Premises, MEDIFIT's Personal Property, or any inconvenience or annoyance occasioned by such damage, reconstruction or replacement.



17.3 Major Destruction. Notwithstanding any of the foregoing provisions of this Article to the contrary, if, at any time after the Commencement Date, (i) the Improvements are damaged or destroyed to the extent of more than twenty-five percent (25%) of their replacement cost, or (ii) the damage is such that the Improvements cannot be repaired and restored within one hundred and eighty (180) days after the Casualty, then MEDIFIT shall have the right to terminate this Service Agreement upon thirty (30) days' prior written notice to CITY.

## ARTICLE 18 EMINENT DOMAIN

18.1 Condemnation. If all of the Premises is taken under eminent domain proceedings by a party other than CITY, or, if less than all of the Premises is taken under such proceeding and the part taken substantially impairs the ability of MEDIFIT to use the remainder of the Premises for the purposes permitted by this Service Agreement, then MEDIFIT may terminate this Service Agreement as of the date that the condemning authority takes possession by delivery of written notice of such election within twenty (20) days after MEDIFIT has been notified of the taking or, in the absence thereof, within twenty (20) days after the condemning authority shall have taken possession.

18.2 Continuation of Service Agreement After Condemnation. If this Service Agreement is not terminated by MEDIFIT, it shall remain in full force and effect as to any portion of the Premises remaining, and this Service Agreement will end as of the date possession of the part taken by the public entity as to the part of the Premises that is taken.

18.3 Award. All monies awarded in any condemnation shall belong to the CITY. The CITY shall have no liability to MEDIFIT for any award not provided by the condemning authority.

## ARTICLE 19 SALE OR MORTGAGE BY CITY

19.1 Sale or Mortgage. Subject to MEDIFIT rights under this Service Agreement, CITY may, pursuant to existing and subsequently enacted CITY ordinances and State laws, at any time and without the consent of MEDIFIT, sell, purchase, exchange, transfer, assign, lease, encumber or convey CITY interest in whole or in part, in the Park (collectively referred to in this Article as a "Sale"). CITY shall provide to MEDIFIT written notice of CITY intent to a Sale pursuant to this Article at least ninety (90) days prior to said proposed transfer.

19.2 Release on Sale. From and after a Sale of the CITY's entire interest in the Premises, upon payment of all amounts due or owing to MediFit, the CITY shall be released from all liability to MEDIFIT and MEDIFIT successors and assigns arising from this Agreement because of any act, occurrence or omission of the CITY occurring after such Sale.

## ARTICLE 20 SUBORDINATION; ATTORNMEN



20.1 Subordination. Without the necessity of any other document being executed and delivered by MEDIFIT, this Service Agreement is and shall be junior, subject and subordinate to any existing or future permits or approvals issued by the United States of America or any local, State or federal agency affecting the control or operation of the Premises; MEDIFIT shall be bound by the terms and provisions of such permits or approvals. In addition, this Service Agreement is and shall also be subject, subordinate and junior to all mortgages, deeds of trust, and other security instruments of any kind covering the Premises, or any portion thereof, as of the Commencement Date of this Service Agreement.

## ARTICLE 21 CITY'S RIGHT OF ACCESS

21.1 Right of Entry. The CITY, its agents, employees, and contractors may enter the Premises at any time in response to an emergency, and, at reasonable hours to (a) inspect the Premises and Improvements; (b) determine whether MEDIFIT is complying with its obligations in this Service Agreement (including its obligations with respect to compliance with Hazardous Materials Laws); (c) post notices of non-responsibility or similar notices; (d) inspect the progress of construction of any improvement; or (e) make repairs that this Service Agreement requires or allows the CITY to make, or make repairs to any adjoining space or utility services, or make repairs, alterations, or improvements to any other portion of the Premises; provided, however, that all work will be done as promptly as reasonably possible and so as to cause as little interference to MEDIFIT as reasonably possible.

## ARTICLE 22 NOTICES

22.1 Notices. Whenever in this Service Agreement it shall be required or permitted that notice or demand be given or served by either party to this Service Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this provision, at any time designate a different address to which notices shall be sent.

CITY: City of National City  
Attention: Leslie Deese, City Manager  
City of National City  
1243 National City Boulevard  
National City, CA 91950-4301

MEDIFIT: MEDIFIT Community Services LLC  
Attention: Dan Burns, Chief Executive Officer and  
V. Carl Walker, General Council  
25 Hanover Road

Building A, Suite 104  
Florham Park, New Jersey 07932

## ARTICLE 23 NONDISCRIMINATION

23.1 Nondiscrimination. MEDIFIT hereby covenants by and for itself, its successors, assigns and all persons claiming under or through it, that this Service Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the use, operation, or enjoyment of the Premises.

## ARTICLE 24 RECORDS, ACCOUNTS AND AUDITS

24.1 MEDIFIT Duty to Keep Records. MEDIFIT shall, at all times during the Term, and for a period of five (5) years following expiration or earlier termination of this Service Agreement, keep or cause to be kept, true and complete books, records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted pursuant to the rights granted by this Agreement. The books, records and accounts must be supported by source documents such as sales slips, cash register tapes, purchase invoices or other pertinent documents.

24.2 CITY's Right to Audit. The CITY shall have the right at any reasonable times, upon reasonable notice, to examine and perform audits of MEDIFIT's records pertaining to its operations on the Premises. The cost of said audits shall be borne by the CITY; however, MEDIFIT shall provide to the CITY at MEDIFIT's expense, necessary data to enable CITY to fully comply with each and every requirement of the State of California or by the United States of America for information or reports relating to this Service Agreement and to MEDIFIT's use of the Premises.

## ARTICLE 25 GENERAL PROVISIONS

25.1 Authority. MEDIFIT represents and warrants that it has full power and authority to execute and fully perform its obligations under this Service Agreement pursuant to its governing instruments, without the need for any further action, and that the person executing this Service Agreement on behalf of MEDIFIT is the duly designated agent of MEDIFIT and is authorized to do so.

25.2 Captions. The captions and headings appearing in this Service Agreement are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Service Agreement.

25.3 CITY Approval. Except where stated herein to the contrary, the phrases "CITY approval," and "CITY written approval" or such similar phrases shall mean approval of the City Manager of National City or said person's representative as authorized by said person in writing.

25.4 Compliance with Laws. MEDIFIT, shall procure, maintain and hold available for the CITY's inspection, any governmental license or permit required for the proper and lawful conduct of MEDIFIT operation of the Premises. MediFit shall invoice the CITY for expenses related to any governmental license or permit required for the proper and lawful conduct of MEDIFIT operation of the Premises. Except, the expense of the environmental health permit to operate a pool issued by the County of San Diego, Department of Environmental Health shall be paid by the CITY to the County of San Diego. MEDIFIT shall not use the Premises for any use or purpose in violation of the laws of the United States of America, or the laws, ordinances, regulations, orders or requirements of the State of California, the County of San Diego, the CITY, or of other lawful authorities. MEDIFIT shall, at its expense, comply promptly with all applicable statutes, laws, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Term (Laws or Orders), regulating the use by MEDIFIT of the Premises.

25.5 Cumulative Remedies. In the event of a default under this Service Agreement, each party's remedies shall be limited to those remedies set forth in this Service Agreement; any such remedies are cumulative and not exclusive of any other remedies under this Service Agreement to which the non-defaulting party may be entitled.

25.6 Entire Agreement. This Service Agreement, together with all addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

25.7 Exhibits. All exhibits referred to herein are attached hereto and incorporated by reference:

Exhibit A: Depiction of Las Palmas Pool  
Exhibit B: Budget

25.8 Force Majeure. If either party is prevented or delayed from performing any act or discharging any obligation hereunder, because of any and all causes beyond either party's reasonable control, including unusual delays in deliveries, abnormally adverse weather conditions, unavoidable casualties, strikes, labor disputes, inability to obtain labor, materials or equipment, acts of God, governmental restrictions, regulations or controls, any hostile government actions, civil commotion and fire or other casualty, legal actions attacking the validity of this Service Agreement or the CITY or MEDIFIT operations of the Premises, or any other casualties beyond the reasonable control of either party ("Force Majeure"), performance of such act shall be excused for the period of such delay, and the period for performance of such act shall be extended for a period equivalent to the period of such delay. Force Majeure shall not include any bankruptcy, insolvency, or other financial inability on the part of either party hereto.

25.9 Governing Law. This Service Agreement shall be governed, construed and enforced in accordance with the laws of the State of California.

25.10 Independent Contractor. MEDIFIT acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Service Agreement; and that it, as well as any persons, contractors or agents it may employ, are not employees of CITY for any purpose.

25.11 Interpretation. The provisions of this Service Agreement shall be liberally construed to effectuate its purpose. The language of all parts of this Service Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party.

25.13 Modification. The provisions of this Service Agreement may not be modified, except by a written amendment signed by both parties.

25.14 Partial Invalidity. If any provision of this Service Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

25.15 Successors & Assigns. This Service Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein. MEDIFIT shall not assign this Service Agreement to any other party unless approved in writing by CITY.

25.16 Time of Essence. Time is of the essence of each and every provision of this Service Agreement.

25.17 Waiver. No provision of this Service Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, the CITY and MEDIFIT have duly executed this Service Agreement as of the day and year first above written.

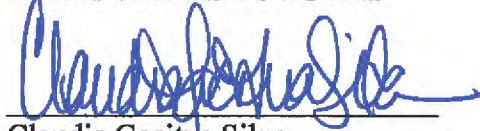


**CITY OF NATIONAL CITY  
(CITY)**

By: \_\_\_\_\_

  
Ron Morrison, Mayor

**APPROVED AS TO FORM:**

  
Claudia Gacitua Silva  
City Attorney

**MEDIFIT COMMUNITY SERVICES LLC  
(MEDIFIT)**

*(Corporation – signatures of two corporate officers required.)*

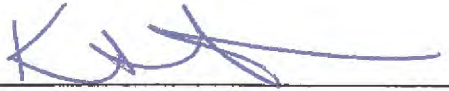
By: \_\_\_\_\_

  
(Name)

Bill Bourque  
(Print)

President, Account Management & Field  
Operations  
(Title)

By: \_\_\_\_\_

  
(Name)

Kurt Atherton  
(Print)

President Community Services  
(Title)



**EXHIBIT A  
DEPICTION OF THE PREMISES**



**EXHIBIT B  
BUDGET**

	<b>FY16 Totals</b>	<b>FY17 Totals</b>	<b>GRAND TOTAL</b>
<b>Expenses</b>			
<i><b>Payroll and Staffing Expenses</b></i>			
Salary-Managers	\$ 33,000	\$ 66,000	\$ 99,000
Wages-Guards for Recreational Swim & Lessons*	\$ 37,850	\$ 76,330	\$ 114,180
Wages-Administrative staff for recreational swim/public access	\$ 8,116	\$ 8,724	\$ 16,840
Wages-Learn to Swim Classes/Lessons*	\$ 8,417	\$ 16,834	\$ 25,250
Wages-Courses/Certification/Clinics	\$ -	\$ -	\$ -
Wages-Guards for Sweetwater Unified High School District programs	\$ 14,714	\$ 35,448	\$ 50,162
Wages-Guards for Southwestern College programs	\$ 14,714	\$ 35,448	\$ 50,162
Wages-Aquatic Group Exercise Classes	\$ 4,890	\$ 13,008	\$ 17,898
Payroll Burden-26% of payroll	\$ 31,642	\$ 61,699	\$ 93,341
<b>Sub-Total</b>	<b>\$ 153,343</b>	<b>\$ 313,491</b>	<b>\$ 466,834</b>
<i><b>Marketing and Administrative Costs</b></i>			
Advertising & Marketing-Other	\$ 3,000	\$ 6,000	\$ 9,000
Dues & Membership	\$ -	\$ 200	\$ 200
Meeting Expense (mandatory monthly staff meetings)	\$ 1,225	\$ 2,450	\$ 3,675
Uniforms	\$ 500	\$ 500	\$ 1,000
Locker Room Supplies	\$ 3,000	\$ 6,000	\$ 9,000
Office Supplies & Expenses	\$ 900	\$ 1,800	\$ 2,700
Travel-Mileage Reimbursement/Parking/Tolls	\$ 350	\$ 350	\$ 700
Program Supplies & Expenses	\$ 1,500	\$ 2,400	\$ 3,900
<b>Sub-Total</b>	<b>\$ 10,475</b>	<b>\$ 19,700</b>	<b>\$ 30,175</b>
<i><b>Base Management Fee</b></i>	<b>\$ 35,000</b>	<b>\$ 60,000</b>	<b>\$ 95,000</b>
<b>Total Expenses</b>	<b>\$ 198,818</b>	<b>\$ 393,191</b>	<b>\$ 592,009</b>
<b>Revenue</b>			
Recreational Swim	\$ -	\$ -	\$ -
Learn to Swim Classes/Lessons	\$ -	\$ -	\$ -
Courses/Certification/Clinics	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>





**RESOLUTION NO. 2015 – 165**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A 20-MONTH SERVICE AGREEMENT  
BETWEEN THE CITY OF NATIONAL CITY AND MEDIFIT COMMUNITY SERVICES, LLC,  
TO PROVIDE AQUATIC SERVICES AT LAS PALMAS POOL IN AN AMOUNT NOT TO  
EXCEED \$650,000; ESTABLISHING A GENERAL FUND COMMUNITY SERVICES  
CONTRACT SERVICES APPROPRIATION OF \$200,000 FOR MEDIFIT MANAGEMENT  
FEES AND OPERATING COSTS; INCREASING THE GENERAL FUND COMMUNITY  
SERVICES BUILDING SERVICES INTERNAL CHARGES APPROPRIATION BY UP TO  
\$144,300 TO ACCOUNT FOR GAS, ELECTRIC, WATER, AND CHEMICAL COSTS;  
AND THE ESTABLISHING A GENERAL FUND REVENUE BUDGET  
TO ACCOUNT FOR USER FEES IN THE AMOUNT OF \$112,500**

**WHEREAS, the City of National City owns the real property commonly known as  
Las Palmas Pool, located at 1800 East 22nd Street, National City (the "Premises"); and**

**WHEREAS, MediFit is a privately-held fitness and wellness management and  
consulting company and is in the business of designing, managing, and operating all aspects of  
mixed use health, fitness and aquatics centers similar to Las Palmas Pool; and**

**WHEREAS, the City desires to enter into an Agreement with MediFit for the  
operation the Las Palmas Pool with MediFit programs serving the local community; and**

**WHEREAS, pursuant to the Agreement the City will be responsible for repair and  
maintenance of the Premises, which includes improvements, landscaping, janitorial, facility  
maintenance, chemical maintenance, and information technology; and**

**WHEREAS, MediFit will be responsible for the operation of the Premises, which  
includes, personnel, programming, events, and operating procedures and policies; and**

**WHEREAS, an appropriation of \$200,000 is necessary for this fiscal year to  
cover MediFit's management fee and operating costs. The appropriation will be covered by a  
General Fund fund balance where additional revenues would offset the cost to operate the pool;  
and**

**WHEREAS, an increase to the Community Services Building Service internal  
charges line item for up to \$144,300 is required for the cost of utilities and chemicals associated  
with the operation of Las Palmas Pool, and an equal decrease to the General Fund and Library  
Fund Building Services internal charges line items, making it a net zero increase to the General  
Fund.**

**NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of  
National City hereby authorizes the Mayor to execute a 20-month Service Agreement, with  
MediFit Community Services, LLC, to provide aquatic services at Las Palmas Pool.**

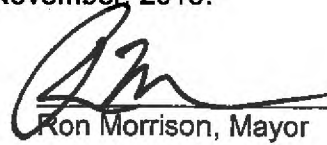
**BE IT FURTHER RESOLVED that the City Council authorizes the establishment of  
a General Fund Community Services Contract Services appropriation of \$200,000.**

**BE IT FURTHER RESOLVED that the City Council authorizes an increase to the  
General Fund Community Services Building Services internal charges appropriation by up to  
\$144,300.**

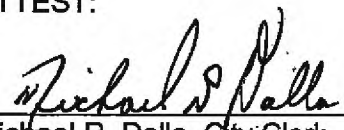
Resolution No. 2015 – 165  
Page Two

BE IT FURTHER RESOLVED that the City Council authorizes the establishment of a General Fund revenue budget to account for user fees of \$112,500.

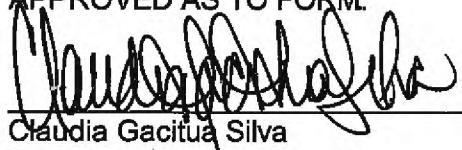
PASSED and ADOPTED this 3rd day of November, 2015.

  
\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

  
\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Claudia Gacitua Silva  
City Attorney



Passed and adopted by the Council of the City of National City, California, on November 3, 2015 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios, Sotelo-Solis.

Nays: None.

Absent: None.

Abstain: None.

AUTHENTICATED BY: RON MORRISON  
Mayor of the City of National City, California

MICHAEL R. DALLA  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 2015-165 of the City of National City, California, passed and adopted by the Council of said City on November 3, 2015.



*Michael R. Dalla*  
City Clerk of the City of National City, California

By: \_\_\_\_\_  
Deputy



**FIRST AMENDMENT TO THE SERVICE AGREEMENT  
BY AND BETWEEN THE CITY OF NATIONAL CITY  
AND MEDIFIT COMMUNITY SERVICES, LLC, D.B.A. EXOS**

This First Amendment ("Amendment") to the Service Agreement by and between the City of National City and MediFit Community Services, LLC ("Service Agreement"), is entered into this 7<sup>th</sup> day of December, 2016, by and between the City of National City (the "City") and MediFit Community Services, LLC, d.b.a. EXOS ("EXOS" or "MEDIFIT").

**RECITALS**

WHEREAS, the City and MEDIFIT, previously entered into the Service Agreement entitled "Service Agreement by and Between the City of National City and MediFit Community Services, LLC, for the Operation of Las Palmas Pool" dated November 4, 2015;

WHEREAS, in the Service Agreement the City engages MEDIFIT to operate the real property commonly known as Las Palmas Pool, located at 1800 E. 22nd Street, National City, California (the "Premises") to provide aquatic programs serving the local community;

WHEREAS, Article 1.1, Term, establishes the term of the Service Agreement as November 4, 2015 through June 30, 2017; and

WHEREAS, Article 1.2, Option to Extend Term, allows an extension of the Service Agreement upon mutual agreement of the parties no less than six (6) months prior to the end of the Term.

**AMENDMENT TO SERVICE AGREEMENT**

NOW THEREFORE, the City and EXOS agree as follows:

1. All references to MEDIFIT in the Service Agreement shall be changed to EXOS.
2. The City and EXOS hereby delete Exhibit B to the Service Agreement in its entirety and replace it with the attached Exhibit B which revises the monthly base management fee, actual payroll and staffing expenses, and marketing and administrative costs.
3. Extension of Term. In accordance with Section 1.2 of the Service Agreement, the City, MEDIFIT and EXOS hereby agree to extend the Term of the Service Agreement through June 30, 2018.

4. Article 3.1.2, Permitted Uses, is hereby amended by adding the following as the last sentence thereof: "Article 3.1.2 is also being fulfilled by providing learn to swim classes for third grade students in the National School District."

5. Article 3.2, Hours of Service, is hereby amended and restated as follows:

"EXOS may provide programming between the hours of 5:00 a.m. and 10:00 p.m. seven (7) days a week. Hours of service may be changed upon mutual agreement."

6. Article 4.1.9.2 is hereby added to the Service Agreement as follows:

"Social Media. EXOS shall be responsible for social media marketing for the Premises and will adhere to the City's Social Media Policy."

7. Article 8.1.1, Base Management Fee, is hereby amended by deleting the last sentence thereof and adding in its place the following:

"Notwithstanding anything to the contrary in the foregoing, beginning July 1, 2017, the City shall pay EXOS a monthly base management fee (the "Base Management Fee") for each month in the amount of \$5,325 per month, excluding 5 (five) months during learn to swim classes for the National School District, when the monthly Base Management Fee shall be \$6,160. The Base Management Fee shall be invoiced monthly and shall be due thirty (30) days after receipt of invoice therefor."

8. Article 8.2, Payment Terms, is hereby amended and restated as follows:

"At the end of each month EXOS shall submit to the City an invoice for monthly operating expenses as set forth in Exhibit B."

9. Article 8.2.1 is hereby deleted in its entirety and replaced with:

"8.2.1 [Reserved.]"

10. Article 8.1.3 is hereby deleted in its entirety and replaced with:

"8.2.2 Monthly Balance Due Payment. EXOS shall submit an invoice each month in which Services are rendered. To the extent applicable, each invoice will reflect the monthly Base Management Fee, actual payroll and staffing expenses, and actual marketing and administrative costs together with all amounts payable to EXOS, as set forth in Exhibit "B". Upon request, EXOS shall submit to the City supporting documentation for payroll and staffing expenses and marketing and administrative costs. Supporting documentation may be, but is not limited to, copies of payroll and receipts for purchases."

11. Article 8.3, Not To Exceed Amount, is hereby amended and restated as follows:

“EXOS agrees that the combined base management fee, payroll and staffing fees, and marketing and administrative costs, shall not exceed a total of \$464,000 over the Term of this Agreement. Should the parties agree to extend the Service Agreement, Article 8.3 must be negotiated and mutually agreed upon.”

12. Article 8.5, Revenue Collected by EXOS, is hereby amended and restated as follows:

“Revenue collected by EXOS for its programming of open swim, learn to swim, and exercise classes will be collected and handled by EXOS. EXOS shall submit cash and credit card receipts to the City two (2) times per week or at any time the amount of cash at the Premises exceeds \$500.00.”

13. Article 10.1 EXOS Indemnity, is hereby amended and restated as follows:

“EXOS agrees to defend, indemnify and hold harmless the City of National City, its officers, employees, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys’ fees, and defense costs, of any kind or nature, including workers’ compensation claims, of or by anyone whomsoever, resulting from or arising out of EXOS’ performance or other obligations under this Service Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees or volunteers. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Service Agreement for any alleged or actual omission, act, or negligence under this Service Agreement that occurred during the term of this Service Agreement.”

14. Article 22.1, Notices, is hereby amended and restated as follows:

“Whenever in this Service Agreement it shall be required or permitted that notice or demand be given or served by either party to this Service Agreement to or on the other, such notice or demand shall be in writing, mailed or personally delivered to the other party at the addresses specified below. Mailed notices shall be sent by United States Postal Service, postage prepaid and shall be deemed to have been given, delivered and received three (3) business days after the date such notice or other communication is posted by the United States Postal Service. All other such notices or other communications shall be deemed given, delivered and received upon actual receipt. Either party may, by written notice delivered pursuant to this



provision, at any time designate a different address to which notices shall be sent.

CITY: Stacey Stevenson, Deputy City Manager  
City of National City  
140 East 12<sup>th</sup> Street  
National City, CA 91950-4301

EXOS: Medifit Community Services, LLC  
Attention: Dan Burns, Chief Executive Officer  
V. Carl Walker, General Council  
25 Hanover Road  
Building A, Suite 104  
Florham Park, New Jersey 07932”

15. Article 25.3, City Approval, is hereby amended and restated as follows:

“Except where stated herein to the contrary, the phrases “CITY approval,” and “CITY written approval” or such similar phrases shall mean approval of the City Manager or Deputy City Manager of National City or said person’s representative as authorized by said person in writing.”

16. Article 25.18 is hereby added to the Service Agreement as follows:

Alcohol. Consumption of alcohol on the Premises is not permitted.

17. Except as specifically amended by this Amendment, the parties agree that each and every term of the Service Agreement shall remain in full force and effect.

*[Signature Page to Follow]*



IN WITNESS THEREOF, the parties hereto have executed this First Amendment on the date and year first written above.

**CITY OF NATIONAL CITY**


By: \_\_\_\_\_  
Ron Morrison  
Mayor

Approved as to form:

By: \_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney

**MEDIFIT COMMUNITY SERVICES, LLC,  
d.b.a. EXOS**

By:   
Bill Bourque, President  
Account Management & Field Operations

By:   
Kurt Atherton, President  
Community Services

## EXHIBIT B BUDGET

Fiscal Year 2018

<b><i>Payroll and Staffing Expenses</i></b>	
Salary-Managers	\$ 69,300
Wages-Guards for Recreational Swim, Swim classes and National School District Swim Classes	\$ 87,573
Wages-Administrative staff for Recreational Swim, Public Access and National School District Swim Classes	\$ 11,168
Wages-Instructors for Swim Classes and National School District Swim Classes	\$ 28,217
Wages-Courses/Certification/Clinics	\$ 1,200
Wages-Guards for Sweetwater Unified High School District programs	\$ 35,448
Wages-Guards for Southwestern College programs	\$ 17,724
Wages-Aquatic Group Exercise Classes	\$ 13,008
Payroll Burden-26% of payroll	\$ 64,703
<b>Sub-Total</b>	<b>\$ 328,341</b>
<b><i>Marketing and Administrative Costs</i></b>	
Advertising and Marketing	\$ 6,000
Dues & Membership	\$ 2,400
Meeting Expenses	\$ 2,450
Uniforms	\$ 1,000
Locker Room Supplies	\$ 6,000
Office Supplies	\$ 1,800
Travel and Mileage Reimbursement	\$ 980
Program Supplies & Expenses	\$ 4,400
<b>Sub-Total</b>	<b>\$ 25,030</b>
<b><i>Base Management Fee</i></b>	
Monthly Fee for Service	\$ 68,075
<b>Sub-Total</b>	<b>\$ 68,075</b>
<b>Total Expenses</b>	<b>\$ 421,446</b>

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT  
TO THE SERVICE AGREEMENT BETWEEN THE CITY OF NATIONAL CITY  
AND MEDIFIT COMMUNITY SERVICES, LLC, DOING BUSINESS AS EXOS,  
EXERCISING THE OPTION TO EXTEND THE AGREEMENT TO PROVIDE  
AQUATIC SERVICES AT LAS PALMAS POOL TO JUNE 30, 2018, WITH  
A NEW OPERATING BUDGET WITH ADDITIONAL REVISIONS MODIFY  
THE TERMS TO REFLECT THE ACTUAL TERMS AND OPERATIONS

WHEREAS, on November 3, 2015, the City Council approved a 20 month Service Agreement with MediFit Community Services, LLC, now doing business as EXOS, for the operation of Las Palmas Pool; and

WHEREAS, EXOS successfully reopened Las Palmas Pool in February 2016 providing recreational swim, lap swim, aquatic exercise classes, learn to swim classes, and facility rentals; and

WHEREAS, the City desires to amend the Service Agreement with EXOS to extend the term for one additional year, expiring June 30, 2018, and include a new EXOS operating budget and additional revisions to reflect actual operations; and

WHEREAS, the new EXOS operating budget is estimated at \$422,000 for Fiscal Year 2018 and includes payroll and staffing expenses, marketing and administrative costs, and monthly base management fees; and

WHEREAS, additional revisions to the agreement to reflect actual operations include the following:

1. Acceptance of the name change from MediFit to EXOS.
2. Addition of the National School District third grade learn to swim program.
3. Change in operating hours to accommodate lap swimmers at 5:00 a.m.
4. Addition of the City's Social Media Policy.
5. Clarification on how EXOS invoices the City, and how revenue is collected and submitted to the City.
6. Addition of language prohibiting consumption of alcohol at Las Palmas Pool.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute the First Amendment to the Agreement with MediFit Community Services, LLP, dba EXOS, to extend the term by 12 months ending on June 30, 2018, and to amend sections of the Agreement to reflect the actual terms and operations.

*[Signature Page to Follow]*

PASSED and ADOPTED this 20<sup>th</sup> day of December, 2016.

ATTEST:

\_\_\_\_\_  
Ron Morrison, Mayor

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City, 1) awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of \$983,756.49 for the Division Street Traffic Calming Project, CIP No. 16-09; 2) authorizing a



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

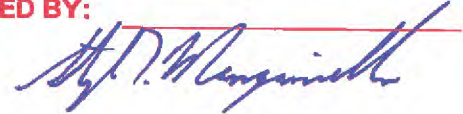
Resolution of the City Council of the City of National City, 1) awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of \$983,756.49 for the Division Street Traffic Calming Project, CIP No. 16-09; 2) authorizing a 15% contingency in the amount of \$147,563.47 for any unforeseen changes; and 3) authorizing the Mayor to execute the contract.

**PREPARED BY:** Jose Lopez, Junior Engineer - Civil

**PHONE:** 619-336-4312

**DEPARTMENT:** Engineering/Public Works

**APPROVED BY:**



**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

Contract Award (funds available through prior City Council appropriations)  
296-409-500-598-6571 (Division Street Traffic Calming): \$750,000.00  
001-409-500-598-6035 (Street Resurfacing): \$233,756.49

15% Contingency (funds available through prior City Council appropriations)  
001-409-500-598-6035 (Street Resurfacing): \$147,563.47

**APPROVED:**



**Finance**

**APPROVED:**

**MIS**

**ENVIRONMENTAL REVIEW:**

CEQA Notice of Exemption for the project was filed with San Diego County Recorder's Office in June 2016.

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Adopt Resolution awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of \$983,756.49 for the Division Street Traffic Calming Project, CIP No. 16-09.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Bid Opening Summary
3. Three Lowest Bidders Summary
4. Resolution

## **EXPLANATION**

The general scope of work for the Division Street Traffic Calming Project, CIP No. 16-09, includes traffic calming, pedestrian, bicycle and Safe Routes to School enhancements on Division Street between Highland Avenue and Euclid Avenue. Improvements include high intensity signing and striping; pedestrian curb ramps for ADA compliance; new buffered bike lanes with signage; and traffic calming measures such as a "road diet" converting four travel lanes to three travel lanes (two westbound and one eastbound) with a two-way left-turn center lane, buffered bike lanes and on-street parking.

On November 1, 2016, the bid solicitation was posted on PlanetBids, a free public electronic bidding system for contractors. On November 3, 2016 and November 10, 2016, the bid solicitation was advertised in local newspapers.

On November 22, 2016, four (4) bids were received electronically on PlanetBids by the 1:00 p.m. deadline. Bid results were available immediately after the 1:00 p.m. deadline. Palm Engineering Construction Company, Inc. was the apparent lowest bidder with a total bid amount of \$1,087,146.24 as the basis of award. Upon review of all documents submitted, Palm Engineering Construction Company, Inc.'s bid was deemed responsive, and they are the lowest responsible bidder qualified to perform the work as described in the project specifications.

Therefore staff recommends awarding a contract to Palm Engineering Construction Company, Inc. in the not-to-exceed amount of \$983,756.49, which includes the following:

- Base Bid amount of \$926,993.49
  - Includes the general improvements and roadway rehabilitation between Highland Avenue and Palm Avenue
- Alternate Bid 'B' – REAS Type II Slurry amount of \$56,763.00
  - Includes high quality slurry seal product to be applied between Palm Avenue and Euclid Avenue

By awarding Alternate Bid 'B', Base Bid Line Item No. 33 – Slurry Seal in the amount of \$50,681.25 will be eliminated, as well as Alternate Bid 'A' – RPMS Type II Slurry in the amount of \$52,708.50. These adjustments are reflected in the recommended contract award amount of 983,756.49.

Staff also recommends authorizing a 15% contingency in the amount of \$147,563.47 to address any unforeseen conditions that may arise.

Attached are the bid opening summary sheet and a line item summary of the three lowest bidders for reference.

Construction is estimated to be completed by June 2017.



## BID OPENING RESULTS

**NAME:** DIVISION STREET TRAFFIC CALMING  
**CIP NO:** 16-09  
**DATE:** Tuesday, November 22, 2016  
**TIME:** 1:00 P.M.  
**ESTIMATE:** \$900,000  
**PROJECT ENGINEER:** Kuna Muthusamy, P.E.

NO.	BIDDER'S NAME	Grand Total*	ADDEND A	BID SECURITY - BOND
1.	Palm Engineering Construction Company, Inc. 7330 Opportunity Rd #J San Diego, CA 92111	\$1,087,146.24	N/A	Bond
2.	Portillo Concrete, Inc. 3527 Citrus St. Lemon Grove, CA 91945	\$1,154,874.55	N/A	Bond
3.	LB Civil Construction, Inc. 324 East Valley Parkway Escondido, CA 92025	\$1,388,936.20	N/A	Bond
4.	Just Construction, Inc. 3103 Market Street San Diego, CA 92102	\$1,098,604,796.70**	N/A	Bond

\* If an additive, alternate or additive/alternate bid items are called for in the Contract Documents, the sum of the base bid and all additive, alternate and additive/alternate bids, if any, shall be used to determine the lowest responsive bid.

\*\*Grand total reflects contractor's proposal verbatim as submitted to Planet Bids.



**Bid Results for Division Street Traffic Calming (CIP No. 16-09)**

				PALM ENGINEERING CONSTRUCTION COMPANY, INC.		PORTILLO CONCRETE, INC.		LB Civil Construction, Inc.	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
<b>Base Bid</b>									
1	Mobilization/Demobilization	EA	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$100,000.00	\$100,000.00
2	Clearing and Grubbing	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00
3	Water Pollution Control	EA	1	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Traffic and Pedestrian Control	EA	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00
5	Unclassified Excavation	LS	1	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
6	Removal, Disposal and Replacement Of Unsuitable Subgrade	TON	500	\$50.00	\$25,000.00	\$50.00	\$25,000.00	\$120.00	\$60,000.00
7	Curb Ramp Type A	EA	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00
8	Curb Ramp Type B	EA	1	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$5,500.00	\$5,500.00
9	Curb Ramp Type C	EA	10	\$3,000.00	\$30,000.00	\$3,500.00	\$35,000.00	\$5,500.00	\$55,000.00
10	Curb Ramp Type D	EA	2	\$2,200.00	\$4,400.00	\$3,000.00	\$6,000.00	\$5,000.00	\$10,000.00
11	Concrete Sidewalk - Remove and Replace	SF	1836	\$15.00	\$27,540.00	\$10.00	\$18,360.00	\$35.00	\$64,260.00
12	Grind Existing Concrete Pavement	LF	109	\$15.00	\$1,635.00	\$10.00	\$1,090.00	\$25.00	\$2,725.00
13	Curb and Gutter Replacement at S Avenue	LF	22	\$60.00	\$1,320.00	\$100.00	\$2,200.00	\$135.00	\$2,970.00
14	Sidewalk Underdrain west of Laurel Avenue	LS	1	\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,300.00	\$2,300.00
15	Concrete Driveway - Remove and Replace	EA	1	\$2,800.00	\$2,800.00	\$6,000.00	\$6,000.00	\$6,100.00	\$6,100.00
16	Reset Pullbox to Grade	EA	1	\$350.00	\$350.00	\$500.00	\$500.00	\$1,100.00	\$1,100.00
17	Replace Pullbox	EA	1	\$600.00	\$600.00	\$500.00	\$500.00	\$630.00	\$630.00
18	Adjust to Grade Steel Valve Cover and Frame	EA	47	\$250.00	\$11,750.00	\$200.00	\$9,400.00	\$535.00	\$25,145.00



**Bid Results for Division Street Traffic Calming (CIP No. 16-09)**

				PALM ENGINEERING CONSTRUCTION COMPANY, INC.		PORTILLO CONCRETE, INC.		LB Civil Construction, Inc.	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
19	Adjust to Grade Steel Manhole Cover and Frame	EA	27	\$300.00	\$8,100.00	\$300.00	\$8,100.00	\$1,100.00	\$29,700.00
20	Pavement Dig Out Areas (Excavation)	CY	1156	\$50.00	\$57,800.00	\$40.00	\$46,240.00	\$70.00	\$80,920.00
21	Pavement Dig Out Areas ( Install 12" base)	TON	1487	\$40.00	\$59,480.00	\$30.00	\$44,610.00	\$40.00	\$59,480.00
22	Pavement Dig Out Areas (Install 5" asphalt concrete)	TON	680	\$125.00	\$85,000.00	\$150.00	\$102,000.00	\$125.00	\$85,000.00
23	Pavement Reinforcement Fabric (Mirafi RS380)	SF	22037	\$0.70	\$15,425.90	\$1.00	\$22,037.00	\$0.80	\$17,629.60
24	Asphalt Concrete	TON	2511	\$95.60	\$240,051.60	\$110.00	\$276,210.00	\$75.00	\$188,325.00
25	Pavement Reinforcement Fabric (Glass Pave 25)	SF	2E+05	\$0.42	\$70,840.98	\$0.35	\$59,034.15	\$0.35	\$59,034.15
26	Cold Mill Existing Asphalt Concrete (Maximum Depth = 1")	SF	58974	\$0.24	\$14,153.76	\$0.35	\$20,640.90	\$0.30	\$17,692.20
27	Modified Type E Loop Detector	EA	37	\$406.25	\$15,031.25	\$360.00	\$13,320.00	\$325.00	\$12,025.00
28	Type E Loop Detector	EA	72	\$375.00	\$27,000.00	\$330.00	\$23,760.00	\$325.00	\$23,400.00
29	Modified Type Q (4'x6') loop Detector	EA	7	\$375.00	\$2,625.00	\$330.00	\$2,310.00	\$325.00	\$2,275.00
30	Gravity Wall	LF	20	\$150.00	\$3,000.00	\$100.00	\$2,000.00	\$400.00	\$8,000.00
31	Bus Pad (60'x10'x9")PCC	SF	4800	\$11.00	\$52,800.00	\$12.00	\$57,600.00	\$25.00	\$120,000.00
32	Bus Pad (60'x10'x9") Concrete Treated Base	CY	133	\$80.00	\$10,640.00	\$15.00	\$1,995.00	\$145.00	\$19,285.00
33	Slurry Seal (Type 2)	SY	13515	\$3.75	\$50,681.25	\$4.00	\$54,060.00	\$3.50	\$47,302.50
34	Cross Gutter Remove and Replace	EA	1	\$3,200.00	\$3,200.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00
35	Signing and Striping	LS	1	\$41,950.00	\$41,950.00	\$56,000.00	\$56,000.00	\$42,000.00	\$42,000.00
36	Field Orders	Allow	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
				Subtotal	\$977,674.74		\$1,012,967.05		\$1,242,298.45



Bid Results for Division Street Traffic Calming (CIP No. 16-09)									
				PALM ENGINEERING CONSTRUCTION COMPANY, INC.		PORTILLO CONCRETE, INC.		LB Civil Construction, Inc.	
Item No.	Description	Unit	Qty.	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)	Unit Price	Extension (Quantity x Unit Price)
<b>Alternate Bid A</b>									
37	Rubber Polymer Modified Slurry (RPMS), Type II	SY	13515	\$3.90	\$52,708.50	\$4.00	\$54,060.00	\$3.60	\$48,654.00
				Subtotal	\$52,708.50		\$54,060.00		\$48,654.00
<b>Alternate Bid B</b>									
38	Rubberized Emulsion Aggregate Slurry (REAS), Type II	SY	13515	\$4.20	\$56,763.00	\$6.50	\$87,847.50	\$7.25	\$97,983.75
				Subtotal	\$56,763.00		\$87,847.50		\$97,983.75
				Grand Total	\$1,087,146.24		\$1,154,874.55		\$1,388,936.20
<b>Summary of Award</b>									
	Base Bid				\$977,674.74		\$1,012,967.05		\$1,242,298.45
	Eliminate Line Item 33 - Slurry Seal (Type 2)				(\$50,681.25)		(\$54,060.00)		(\$47,302.50)
	Alternate Bid B				\$56,763.00		\$87,847.50		\$97,983.75
	Grand Total Awarded				\$983,756.49		\$1,046,754.55		\$1,292,979.70

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AWARDING A CONTRACT TO PALM ENGINEERING CONSTRUCTION  
COMPANY, INC., IN THE NOT-TO-EXCEED AMOUNT OF \$983,756.49  
FOR THE DIVISION STREET TRAFFIC CALMING PROJECT,  
AUTHORIZING A 15% CONTINGENCY IN THE AMOUNT OF  
\$147,563.47 FOR ANY UNFORESEEN CHANGES, AND  
AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT

WHEREAS, the Division Street Traffic Calming Project includes traffic calming, pedestrian, bicycle, and Safe Routes to School enhancements on Division Street between Highland Avenue and Euclid Avenue; and

WHEREAS, on November 22, 2016, the Engineering Department, publicly opened, examined, and declared four (4) sealed bids for the Division Street Traffic Calming Project; and

WHEREAS, Palm Engineering Construction Company, Inc., was the lowest responsive bidder qualified to perform the work as described in the project specifications with a total bid amount of \$983,756.49; and

WHEREAS, a 15% contingency amount up to \$147,563.47 for any unforeseen changes to the Project is requested.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby awards the contract for the Division Street Traffic Calming Project to the lowest responsive, responsible bidder, to wit:

PALM ENGINEERING CONSTRUCTION COMPANY, INC.

BE IT FURTHER RESOLVED by the City Council of the City of National City that the Mayor is hereby authorized to execute a contract in the amount of \$983,756.49 with Palm Engineering Construction Company, Inc., for the Division Street Traffic Calming Project. Said contract is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council hereby authorizes a 15% contingency amount up to \$147,563.47 for any unforeseen changes to the Project.

PASSED and ADOPTED this 20<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

\_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Investment transactions for the month ended October 31, 2016. (Finance)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Investment transactions for the month ended October 31, 2016.

**PREPARED BY:** Ronald Gutlay

**PHONE:** 619-336-4346

**DEPARTMENT:** Finance

**APPROVED BY:**



**EXPLANATION:**

In accordance with California Government Code Section 53646 and City of National City's investment policy section XIA, a monthly report shall be submitted to the legislative body accounting for transactions made during the reporting period.

The attached listing reflects investment transactions of the City of National City's investment portfolio for the month ending October 31, 2016.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

NA

**APPROVED:**



Finance

**APPROVED:**

MIS

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:**    **INTRODUCTION:** ☐    **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Accept and file the Investment Transaction Ledger for the month ended October 31, 2016.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Investment Transaction Ledger



## Transaction Ledger

9/30/16 Thru 10/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>ACQUISITIONS</b>										
Purchase	10/02/2016	60934N807	2,812.50	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	2,812.50	0.00	2,812.50	0.00
Purchase	10/04/2016	60934N807	0.46	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	0.46	0.00	0.46	0.00
Purchase	10/05/2016	60934N807	2,250.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	2,250.00	0.00	2,250.00	0.00
Purchase	10/14/2016	3130A7CV5	490,000.00	FHLB Note 1.375% Due 2/18/2021	100.196	1.33 %	490,960.40	1,048.06	492,008.46	0.00
Purchase	10/14/2016	60934N807	2,100.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	2,100.00	0.00	2,100.00	0.00
Purchase	10/14/2016	60934N807	480,000.00	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	480,000.00	0.00	480,000.00	0.00
Purchase	10/15/2016	90LAIF\$00	52,641.42	Local Agency Investment Fund State Pool	1.000	0.63 %	52,641.42	0.00	52,641.42	0.00
Purchase	10/19/2016	60934N807	2,221.88	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	2,221.88	0.00	2,221.88	0.00
Purchase	10/24/2016	60934N807	2,062.50	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	2,062.50	0.00	2,062.50	0.00
Purchase	10/25/2016	60934N807	2,531.25	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	2,531.25	0.00	2,531.25	0.00
Purchase	10/31/2016	60934N807	5,984.38	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	5,984.38	0.00	5,984.38	0.00
<b>Subtotal</b>			<b>1,042,604.39</b>				<b>1,043,564.79</b>	<b>1,048.06</b>	<b>1,044,612.85</b>	<b>0.00</b>
Short Sale	10/14/2016	60934N807	-492,008.46	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		-492,008.46	0.00	-492,008.46	0.00
<b>Subtotal</b>			<b>-492,008.46</b>				<b>-492,008.46</b>	<b>0.00</b>	<b>-492,008.46</b>	<b>0.00</b>
<b>TOTAL ACQUISITIONS</b>			<b>550,595.93</b>				<b>551,556.33</b>	<b>1,048.06</b>	<b>552,604.39</b>	<b>0.00</b>
<b>DISPOSITIONS</b>										
Closing Purchase	10/14/2016	60934N807	-492,008.46	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		-492,008.46	0.00	-492,008.46	0.00
<b>Subtotal</b>			<b>-492,008.46</b>				<b>-492,008.46</b>	<b>0.00</b>	<b>-492,008.46</b>	<b>0.00</b>
Sale	10/14/2016	60934N807	492,008.46	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000	0.03 %	492,008.46	0.00	492,008.46	0.00
<b>Subtotal</b>			<b>492,008.46</b>				<b>492,008.46</b>	<b>0.00</b>	<b>492,008.46</b>	<b>0.00</b>





## Transaction Ledger

9/30/16 Thru 10/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
<b>DISPOSITIONS</b>										
Maturity	10/14/2016	3137EADS5	480,000.00	FHLMC Note 0.875% Due 10/14/2016	100.000		480,000.00	0.00	480,000.00	-3,316.80
<b>Subtotal</b>			<b>480,000.00</b>				<b>480,000.00</b>	<b>0.00</b>	<b>480,000.00</b>	<b>-3,316.80</b>
Security Withdrawal	10/04/2016	90LAIF\$00	1,000,000.00	Local Agency Investment Fund State Pool	1.000		1,000,000.00	0.00	1,000,000.00	0.00
Security Withdrawal	10/07/2016	60934N807	5,540.28	Federated Prime Value Oblig Govt Oblig Fund Inst.	1.000		5,540.28	0.00	5,540.28	0.00
Security Withdrawal	10/31/2016	90SDCP\$00	12,000.00	County of San Diego Pooled Investment Pool	1.000		12,000.00	0.00	12,000.00	0.00
<b>Subtotal</b>			<b>1,017,540.28</b>				<b>1,017,540.28</b>	<b>0.00</b>	<b>1,017,540.28</b>	<b>0.00</b>
<b>TOTAL DISPOSITIONS</b>			<b>1,497,540.28</b>				<b>1,497,540.28</b>	<b>0.00</b>	<b>1,497,540.28</b>	<b>-3,316.80</b>
<b>OTHER TRANSACTIONS</b>										
Interest	10/02/2016	3137EADM8	450,000.00	FHLMC Note 1.25% Due 10/2/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	10/05/2016	459058ER0	450,000.00	Intl. Bank Recon & Development Note 1% Due 10/5/2018	0.000		2,250.00	0.00	2,250.00	0.00
Interest	10/14/2016	3137EADS5	480,000.00	FHLMC Note 0.875% Due 10/14/2016	0.000		2,100.00	0.00	2,100.00	0.00
Interest	10/19/2016	3135G0E58	395,000.00	FNMA Note 1.125% Due 10/19/2018	0.000		2,221.88	0.00	2,221.88	0.00
Interest	10/24/2016	3133EFAN7	550,000.00	FFCB Note 0.75% Due 4/24/2017	0.000		2,062.50	0.00	2,062.50	0.00
Interest	10/25/2016	3130A4GJ5	450,000.00	FHLB Note 1.125% Due 4/25/2018	0.000		2,531.25	0.00	2,531.25	0.00
Interest	10/31/2016	912828ST8	450,000.00	US Treasury Note 1.25% Due 4/30/2019	0.000		2,812.50	0.00	2,812.50	0.00
Interest	10/31/2016	912828TW0	500,000.00	US Treasury Note 0.75% Due 10/31/2017	0.000		1,875.00	0.00	1,875.00	0.00
Interest	10/31/2016	912828UZ1	415,000.00	US Treasury Note 0.625% Due 4/30/2018	0.000		1,296.88	0.00	1,296.88	0.00
<b>Subtotal</b>			<b>4,140,000.00</b>				<b>19,962.51</b>	<b>0.00</b>	<b>19,962.51</b>	<b>0.00</b>
Dividend	10/04/2016	60934N807	22,691.63	Federated Prime Value Oblig Govt Oblig Fund Inst.	0.000		0.46	0.00	0.46	0.00



Transaction Ledger

9/30/16 Thru 10/31/16

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	10/15/2016	90LAIF\$00	3,239,953,950.58	Local Agency Investment Fund State Pool	0.000		52,641.42	0.00	52,641.42	0.00
Subtotal			3,239,976,642.21				52,641.88	0.00	52,641.88	0.00
TOTAL OTHER TRANSACTIONS			3,244,116,642.21				72,604.39	0.00	72,604.39	0.00

The following page(s) contain the backup material for Agenda Item: (A) An Ordinance of the City Council of the City of National City establishing the compensation of the Mayor and the City Council. (B) An Ordinance of the City Council of the City of National City establishing the Retiree Health Care Benefits for the Ma

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.:** \_\_\_\_\_

**ITEM TITLE:**

- (A) An Ordinance of the City Council of the City of National City establishing the Compensation of the Mayor and the City Council.
- (B) An Ordinance of the City Council of the City of National City establishing Retiree Health Care Benefits for the Mayor and City Council.

**PREPARED BY:** George H. Eiser, III

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4222

**APPROVED BY:** 

**EXPLANATION:**

Please see attached memorandum.

**FINANCIAL STATEMENT:**

**APPROVED:**  **Finance**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **MIS**

	<u>FY 17 (4 ½ mos)</u>	<u>FY 18</u>	<u>FY 19</u>	<u>Total</u>
(A) 001-401-000-1** (salaries & benefits)	\$4,750	\$12,900	\$13,100	\$30,750
(B) 212-409-000-199 (Personnel Compensation)	\$1,920	\$5,760	\$5,760	\$13,440

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☒ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Introduce ordinances.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Memorandum  
Proposed ordinance establishing salaries  
Proposed ordinance establishing retiree health care benefits





TO: Mayor and City Council

DATE: December 20, 2016

FROM: City Attorney

SUBJECT: Adjustments in Compensation for Mayor and City Council

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#### City Council Salary

The last salary adjustment for the City Council occurred on December 16, 2014, with the enactment of Ordinance No. 2014-2400, a copy of which is attached. That ordinance set the base salary of the City Council at \$1,081.62 per month.

Government Code Section 36516.5 provides that a change in compensation does not apply to a councilmember during his or her term in office. However, compensation for all members of the City Council may be adjusted whenever one or more members become eligible for an increase by virtue of beginning a new term of office. As a result, adjustments to compensation of Council members have been geared to elections at which members begin a new term in office.

Pursuant to Government Code Section 36516(a)(4), the Council may, by ordinance, increase its compensation by 5% per calendar year from the date of the last increase in compensation, so in the present case, up to 10%. A 10% increase in the salary of the City Council would amount to \$108.16, for a total of \$1,189.78 per month.

#### Mayor's Salary

Pursuant to Government Code Section 36516.1, an elected mayor may be provided with compensation in addition to that which he or she receives as a councilmember, pursuant to an ordinance or by a vote of the electors at a municipal election. There are no statutory limitations imposed on the amount of the mayor's compensation. The last salary adjustment for the Mayor occurred on December 16, 2014, pursuant to Ordinance No. 2014-2400, which set the base salary of the Mayor at \$4,120.12. Historically, the Mayor's salary has been increased by the same percentage as the salary of the City Council. If the Mayor's compensation were increased by 10%, the Mayor's monthly salary would be \$4,532.13.

#### Mayor and City Council Retiree Health Benefit

Although authorized by State law (Government Code Sections 53201 and 53205), retiree health benefits are not currently part of the compensation for the Mayor and City Council. The issue of retiree health benefits was considered by the City Council at the June 16, 2016 City Council meeting, but no action was taken or direction given. The issue is being presented at this time



because of the provisions in state law restricting any action to increase City Council compensation to the time after an election when one or more members begins a new term of office.

Generally, the parameters of health benefits for the Mayor and Council are the following:

- The benefits must be provided to a large number of employees. (Government Code Section 53202.3.) This provision requires that the Mayor and City Council's health benefits be based on the benefits provided to either the Municipal Employees' Association (MEA) or the Executive/Management Group.
- The benefits provided to the retired members cannot be greater than the most generous schedule of benefits being received by any category of non-safety employees, that is, the benefits may be as great as those of employees receiving the most generous benefits. Again, it is the MEA, or the Executive/Management Group that the Mayor and City Council's health benefits may be based upon. (Government Code Section 53208.5.)
- The vesting schedule cannot be more advantageous than that provided generally to other public employees, including represented employees, in the related retirement membership group. (Government Code Section 7522.40). This requirement has been interpreted to mean that the vesting schedule cannot be more advantageous than that provided to those employees with the least advantageous schedule, which in the City's case is the MEA. This limitation is applicable to individuals who are granted health benefits after enactment of the Public Employee's Pension Reform Act of 2013 (PEPRA), effective January 1, 2013. The category of non-safety employees who are not subject to this limitation, namely, the Executive/Management Group, were granted the health benefit prior to the enactment of PEPRA and therefore, these employees' benefits were "grandfathered".
- The retiree health benefit must be used for health care benefits. If not so limited, the benefit would constitute prohibited supplemental income. Consistent with other retirees, proof of insurance coverage would be required. (Government Code Section 36516(d).)

Based on the parameters set forth above, the City Council may establish retiree health benefits for its members, pursuant to one of the following options:

MEA	EXEC/MGR GROUP	OPTION
\$10 per month, multiplied by the number of years of service	\$20 per month, multiplied by the number of years of service	Council can select either
20 years of service required for vesting and retire from City and CalPERS	Retire from City and CalPERS	20 year vesting and retire from City CalPERS
Benefit expires upon Medicare eligibility	Benefit continues for lifetime of individual	Council can select either as long as used for health care benefit

City Treasurer and City Clerk Health Benefit

When the issue of a health benefit for the Mayor and City Council was considered at the June 16 Council meeting, consideration of a health benefit for the elected City Treasurer and City Clerk was also considered, but not acted upon. It is within the authority of the City Council to approve a health benefit for these elected officials subject to the same requirements that are applicable to the City Council. (Government Code Section 53201.)


Elected Official Compensation Survey

Attached are a table prepared in August 2016 showing the compensation of mayors and councilmembers in San Diego County, and a table showing the retiree health benefit for elected officials throughout San Diego County.

Proposed Ordinances

A proposed ordinance is attached increasing the salaries of the Mayor and City Council by 10%. A separate proposed ordinance grants retirement health benefits to the Mayor and City Council at the same level as the retiree health benefit for the Management/Executive Group, with the exception of a more restrictive vesting requirement.

The proposed ordinances are being submitted for introduction at the December 13 meeting. If the Council wishes to modify the provisions of either of the proposed ordinances, it is recommended that such modifications should be acted upon at the time that ordinance is introduced. If modifications are made at the meeting at which either ordinance is considered for final adoption, it will be necessary for that ordinance to be re-introduced, with final adoption to occur at a later meeting. Delaying final adoption of either ordinance in this manner would raise issues regarding the timeliness of the action under applicable state law.

  
\_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney

GHE/gm  
Attachment

ORDINANCE NO. 2014 – 2400

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
ESTABLISHING THE COMPENSATION OF  
THE MAYOR AND THE CITY COUNCIL

BE IT ORDAINED by the City Council of the City of National City as follows:

Section 1. That the base monthly compensation for the City Council is established at \$1,081.62 per month, pursuant to the provisions of Sections 36516 and 36518.5 of the California Government Code.

Section 2. That the base monthly compensation of the Mayor is established at \$4,120.12 per month, pursuant to the provisions of Section 36516.1 of the Government Code.

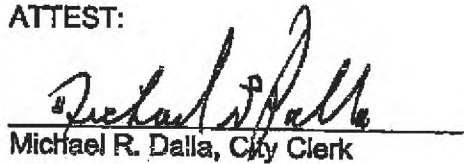
Section 3. That for mayors and city councilmembers first elected or appointed on or after January 1, 2013, their retirement benefit formula shall be established pursuant to the California Public Employees' Pension Reform Act of 2013.

Section 4. That the benefits for the Mayor and City Council shall remain as previously established.

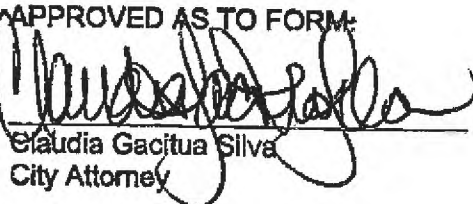
PASSED and ADOPTED this 16th day of December, 2014.

  
Ron Morrison, Mayor

ATTEST:

  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

  
Claudia Gacitua Silva  
City Attorney



Passed and adopted by the Council of the City of National City, California, on December 16, 2014 by the following vote, to-wit:

Ayes: Councilmembers Cano, Mendivil, Morrison, Rios.

Nays: Councilmember Sotelo-Solis.

Absent: None.

Abstain: None.

AUTHENTICATED BY:

RON MORRISON

Mayor of the City of National City, California



Richard L. Palla  
City Clerk of the City of National City, California

By: \_\_\_\_\_

Deputy

I HEREBY CERTIFY that the foregoing ordinance was not finally adopted until seven calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on December 2, 2014 and on December 16, 2014.

I FURTHER CERTIFY THAT said ordinance was read in full prior to its final passage or that the reading of said ordinance in full was dispensed with by a vote of not less than a majority of the members elected to the Council and that there was available for the consideration of each member of the Council and the public prior to the day of its passage a written or printed copy of said ordinance.

I FURTHER CERTIFY that the above and foregoing is a full, true and correct copy of ORDINANCE NO. 2014-2400 of the City Council of the City of National City, passed and adopted by the Council of said City on December 16, 2014.

\_\_\_\_\_  
City Clerk of the City of National City, California

By: \_\_\_\_\_

Deputy





City of National City  
Human Resources Department

## ELECTED OFFICIAL SURVEY RETIREE HEALTH BENEFIT

Agency	Charter City	Retiree Health Benefit
Carlsbad	X	The City contracts health through CalPERS, and Elected Officials who have elected health receive \$122 per month for health coverage after retirement.
Chula Vista	X	Elected Officials taking office prior to January 1, 2011 may continue to participate in the City's Retiree Health Plan, at their own expense.
Coronado		The City contracts health through CalPERS, and Elected Officials who have elected health receive \$122 per month for health coverage after retirement.
Del Mar	X	None
El Cajon	X	The City contracts health through CalPERS, and Mayor & Council Members who have elected health receive \$122 per month for health coverage after retirement.
Encinitas		The City contracts health through CalPERS, and Elected Officials who have elected health receive \$122 per month for health coverage after retirement.
Escondido		Elected Officials may continue to participate in the City's Retiree Health Plan, at their own expense.
Imperial Beach		The City contracts health through CalPERS, and Elected Officials who have elected health receive \$109 per month for health coverage after retirement.
La Mesa		The City contracts health through CalPERS, and Elected Officials who have elected health receive \$122 per month for health coverage after retirement.
Lemon Grove		The City contracts health through CalPERS, and Elected Officials who have elected health receive \$225 per month for health coverage after retirement.
Oceanside	X	Offer retire health at their own expense. They can enroll for the same number of years that they have been employed. IF they have been employed for over 15 years, they can remain enrolled indefinitely.
Poway		They have to retire with a PERS retirement, have at least 5 years of service, and be at least 50 years of age. Retiree pays the full premium amount.
San Diego	X	Elected Officials appointed <u>after</u> April 1, 2012 do not receive a retiree health benefit.
San Marcos	X	Elected Officials have the opportunity to remain on City's plan at the time of their retirement if they are under the age of 65. The retiree health is administered through a third party, and retiree pays the full premium amounts plus 2% administrative fee.
Santee	X	Council Members who have served the City for a total of 8 years <u>and</u> are at least 45 years of age upon leaving office are eligible for the Retiree Health Assistance program. The program allows for the Council Member plus spouse and dependents to stay on the City's health insurance plan after leaving office, at their own expense.
Solana Beach		The City contracts health through CalPERS, and Elected Officials who have elected health receive \$122 per month for health coverage after retirement.
Vista	X	None





Elected Official Compensation Survey:  
Mayor and Council

Agency	Charter City	MAYOR					COUNCIL					Health Care	Notes
		Monthly Compensation	Comm Dev / Hsg Board	Other Related Comp	Expense Allowance	Car Allowance	Monthly Compensation	Comp for RDA or Special Mtgs	Other Related Comp	Expense Allowance	Car Allowance		
Carlsbad	X	\$2,152	\$75/mtg for CDC	\$100/mtg for Water Board	Not provided	\$450/mo	\$2,052	\$75/mtg for CDC	\$100/mtg for Water Board	Not provided	\$350/mo	\$1,428/mo	
Chula Vista	X	\$10,397	\$50/mtg Housing	Not provided	Not provided	\$650/mo	\$4,159	\$50/mtg Housing	Not provided	Not provided	\$358/mo	\$1,372/mo	
Coronado		\$435	\$30/mtg for CDSA	Not provided	\$175/mo	Not provided	\$435	\$30/mtg for CDSA	Not provided	\$75/mo	Not provided	\$1,428/mo	Effective January 2017, health care will increase from \$1,473 to \$1,612 (9.46% increase).
Del Mar	X	\$350	Not provided	Not provided	Not provided	Not provided	\$300	Not provided	Not provided	Not provided	Not provided	Not provided	
El Cajon	X	\$2,240	\$30/mtg	Not provided	Not provided	\$550/mo	\$1,559	\$30/mtg	Not provided	Not provided	\$450/mo	\$1,000/mo	
Encinitas		\$1,186	\$100/mo (pd by the Wtr Board); \$50/mtg Hsg	\$160/mtg	Actual Exp & \$350/mo	\$350/mo	\$1,186	\$100/mo (pd by the Wtr Board); \$50/mtg Hsg	\$160/mtg	Actual Exp & \$350/mo	\$350/mo	\$1,091/mo	
Escondido		\$4,672	Not provided	Not provided	Not provided	\$750/mo	\$1,729	Not provided	Not provided	Not provided	\$750/mo	up to \$1,309/mo	There is supposed to be a 10% salary increase in December 2016, following the November election.
Imperial Beach		\$1,100	\$30/mtg	Not provided	Expenses Reimb	Not provided	\$300	\$30/mtg	Not provided	Expenses Reimb	Not provided	up to \$1,350/mo	
La Mesa		\$2,000	Not provided	Not provided	\$1,000/yr expense allow	\$400/mo	\$1,000	Not provided	Not provided	\$1,000/yr expense allow	\$250/mo	\$1,316/mo	Effective 2017, Council expense allowance will increase from \$1,000 to \$1,354
Lemon Grove		\$1,234	Not provided	Not provided	Not provided	\$175/mo	\$705	Not provided	Not provided	Not provided	\$175/mo	\$750/mo	They are considering an increase after election.
Oceanside	X	\$1,343	\$350/mo CDD mtg & \$200/mo Harbor mtg	Not provided	\$400/mo		\$2,785	\$350/mo CDD mtg & \$200/mo Harbor mtg	Not provided	\$350/mo		up to \$1,429/mo, plus to unrep fees	Effective December 2016, Mayor & Council compensation will increase to \$2,658 & \$2,463, respectively
Poway		\$1,467	Not provided	\$75/mo phone allowance	Not provided	\$300/mo mileage	\$1,167	\$100 or \$160 per meeting	\$50/mo phone allowance	Not provided	\$300/mo mileage	up to \$1843.24/mo	Plan to re-visit salaries in January 2017
San Diego	X	\$8,372	Not provided	Not provided	Not provided	\$800/mo	\$6,282	Not provided	Not provided	Not provided	\$800/mo	up to \$1,343.42	
San Marcos	X	\$978	Not provided	Not provided	Not provided	\$300/mo	\$978	Not provided	Not provided	Not provided	\$300/mo	See Notes	\$1,175/mo for the Mayor plus \$1,300/yr flexible spending account, up to \$1,856 for the Council plus \$1,300/yr flexible spending account.
Santee	X	\$2,707	Not provided	Not provided	Not provided	\$300/mo	\$1,606	Not provided	Not provided	Not provided	\$300/mo	\$1,538/mo	
Solana Beach		\$713	Not provided	\$160/mtg for SEJPA	Not provided	\$350/mo	\$713	Not provided	\$160/mtg for SEJPA	Not provided	\$350/mo	\$1,120/mo	
Vista	X	\$2,722	\$147.75/mtg Buena Sanitation District	\$80/mo cell phone allowance	Not provided	Included in salary	\$2,622	\$147.75/mtg Buena Sanitation District	\$80/mo cell phone allowance	Not provided	Included in salary	up to \$1,833/mo	
National City		\$4,120	Not provided	Not provided	\$350/mo	\$750/mo	\$1,082	Not provided	Not provided	\$350/mo	Not provided	\$1200/mo	

Color Denotes Full Service Cities

ORDINANCE NO. 2016 –

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
ESTABLISHING THE COMPENSATION OF  
THE MAYOR AND THE CITY COUNCIL

BE IT ORDAINED by the City Council of the City of National City as follows:

Section 1. That the base monthly compensation for the City Council is established at \$1,189.78 per month, pursuant to the provisions of Sections 36516 and 36516.5 of the California Government Code.

Section 2. That the base monthly compensation of the Mayor is established at \$4,532.13 per month, pursuant to the provisions of Section 36516.1 of the Government Code.

PASSED and ADOPTED this 13th day of December, 2016.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney



ORDINANCE NO. 2016 –

AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF NATIONAL CITY  
ESTABLISHING THE RETIREE HEALTH CARE  
BENEFITS FOR THE MAYOR AND THE CITY COUNCIL

BE IT ORDAINED by the City Council of the City of National City as follows:

Section 1. That the Mayor and City Council shall receive the retiree health benefits at the same level as the Management/Executive Group, as follows:

- (a) \$20 per year of service
- (b) 20 years of service required for vesting
- (c) Retirement from City and CalPERS (simultaneously at time of separation from the City)
- (d) Benefit continues for lifetime of individual

Section 2. That all other benefits for the Mayor and City Council shall remain the same.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney



The following page(s) contain the backup material for Agenda Item: An Ordinance of the City Council of the City of National City amending Sections 2.60.035, 2.60.250, and 2.60.270 of the National City Municipal Code pertaining to the City Manager's Contracting Authority. (City Attorney)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

An Ordinance of the City Council of the City of National City amending Sections 2.60.035, 2.60.250, and 2.60.270 of the National City Municipal Code pertaining to the City Manager's Contracting Authority.

**PREPARED BY:** Roberto Contreras  
Deputy City Attorney

**DEPARTMENT:** City Attorney

**PHONE:** Ext. 4412

**APPROVED BY:** Rmc Dk

**EXPLANATION:**

The revisions to Sections 2.60.035, 2.60.250, and 2.60.270 of the National City Municipal Code (NCMC), pertaining to the City Manager's contracting authority, address the City's recent adoption of NCMC Chapter 2.62 (Alternative Cost Accounting).

First and foremost, the revisions correct a dollar amount discrepancy between Section 2.01(t) and 2.60.035(B) regarding the City Manager's contracting authority. Other components are "clean-up" provisions that delete any reference to the City's old public contracting procedures, and inserts references to the new Alternative Cost Accounting procedures.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** |

N/A

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☒

**STAFF RECOMMENDATION:**

Adopt proposed ordinance

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Proposed ordinance

ORDINANCE NO. 2016 –

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AMENDING SECTIONS 2.60.035, 2.60.250, AND 2.60.270  
OF THE NATIONAL CITY MUNICIPAL CODE RELATED TO  
THE CITY MANAGER'S CONTRACTING AUTHORITY

WHEREAS, pursuant to the terms and provisions of the Government Code of the State of California, proceedings were duly initiated for the amendment of the National City Municipal Code; and

WHEREAS, the City Council of the City of National City approved Ordinance No. 2016-2413 titled "Ordinance of the City Council of the City of National City adding Chapter 2.62 to the National City Municipal Code adopting Informal Bidding Procedures under the Uniform Public Construction Cost Accounting Act" which added Chapter 2.62 to the National City Municipal Code; and

WHEREAS, after passing Ordinance No. 2016-2413 that dealt with Public Project amounts over which the city manager has authority to approve, the City Council of the City of National City wishes to amend other areas of the National City Municipal Code so that dollar amounts of the city manager's contracting authority are consistent throughout the National City Municipal Code; and

WHEREAS, after passing Ordinance No. 2016-2413 certain other areas of the National City Municipal Code must be amended to be consistent with and properly reflect that the City of National City has adopted Uniform Public Construction Cost Accounting Act (the "Act") and the provisions of Chapter 2.62.

NOW, THEREFORE, the City Council does ordain as follows:

Section 1. Sections 2.60.035, 2.60.250, and 2.60.270 of Chapter 2.60 of the National City Municipal Code are hereby amended to read as follows:

2.60.035 Establishment of bid limits and contracting and award authority.

A. Formal bid limits and requirements are established for purchases and contracts exceeding fifty thousand dollars (\$50,000). Informal bid limits are established for purchases and contracts exceeding two thousand five hundred dollars (\$2,500).

B. The city manager shall have the authority to approve, execute, and award purchases and contracts not exceeding fifty thousand dollars (\$50,000). The purchasing agent shall have the authority to approve, execute, and award purchases and contracts not exceeding fifteen thousand dollars (\$15,000). The city council shall, by resolution, approve all purchases and contracts exceeding fifty thousand dollars.

2.60.250 Services, supplies and equipment not governed by this chapter. The following services, supplies, and equipment shall not be subject to the competitive bidding provisions of this chapter, except that the procurement and contracting authority based on the

monetary limits specified in this chapter shall also be applicable to the authority to execute contracts for such procurements:

- A. "Public projects" as defined in Section 22002 of the California State Public Contract Code and as referenced in section 22030, et. seq.
- B. Utility services and related charges;
- C. Work or services performed by another public or quasi-public entity;
- D. Real property purchases and related title and escrow fees;
- E. Credit card purchases of gasoline, oil or emergency automotive needs;
- F. Transportation and freight charges when not specifically included on a purchase order;
- G. Insurance and bond premiums;
- H. Advertising;
- I. Real property leases;
- J. Demolition or abatement of dangerous structures or hazardous or unsafe conditions;
- K. Professional services agreements governed by Section 2.60.270 of this chapter; or
- L. Alternative Bid Procedures for Public Projects governed by Chapter 2.62.

2.60.270 Authorization and change orders for professional services agreements and public works contracts, and for previously authorized procurements. In addition to the authority granted for procurement of supplies and equipment, the city manager is authorized to execute public works contracts, agreements for professional services for architectural, engineering, environmental, land surveying or construction project management pursuant to Section 4526 of the Government Code, and agreements for services of other professionals required for the proper, efficient administration of the city. The city manager shall approve and execute all contracts according to the limits of the manager's approval authority established in Section 2.60.035 of this chapter, and may approve change orders for previously authorized procurements of supplies and equipment, professional services agreements and public works contracts in amounts not exceeding an aggregate of twenty-five percent over the original authorized contract price or the limits established in Section 2.60.035 of this chapter for the city manager, whichever is greater, without prior city council approval. Engagement of qualifying professional vendors shall be based upon demonstrated competence and the qualifications necessary for the satisfactory performance of the city's requirements in accordance with the procedures set forth in the document entitled "Procedures for Selection of Professional Services Firms" on file in the office of the city clerk.

Section 2. This Ordinance shall take effect and be in force thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days after its passage, it or a summary of it, shall be published once, with the names of the members of the City Council voting for and against the same in the San Diego Union-Tribune, a newspaper of general circulation published in the County of San Diego, California.

Section 3. The city council declares that the judicial invalidity of any subsection or portion of this chapter shall not affect the validity of any other remaining section or portion; that the city council would have adopted each of those remaining portions, notwithstanding any later declared invalidity. If any provision determined invalid under the preceding sentence can either be



judicially severed or interpreted in a way that could harmonize it with the remaining provisions, then it may be severed or interpreted and applied so as to give full purpose, meaning, and effect to the remaining provisions of this chapter.

Section 4. The proposed action is exempt from the California Environmental Quality Act ("CEQA") under section 15061(b)(3) — general rule; the project is not considered a project under CEQA as there is no possibility that the activity raised by this ordinance may have a significant impact on the environment; the city recently adopted new competitive bidding requirements, and, by this ordinance, is ensuring that related portions of the municipal code are consistent with the dollar amounts of the city manager's powers.

PASSED and ADOPTED this 20th day of December, 2016.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney



The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the following actions to facilitate completion of priority Capital Improvement Program (CIP) projects: 1) release of General Fund (GF) appropriations in the amount of \$990,460.24 from

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.** |

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the following actions to facilitate completion of priority Capital Improvement Program (CIP) projects: 1) release of General Fund (GF) appropriations in the amount of \$990,460.24 from Civic Center Chiller, Kimball Tower Rehabilitation, George H. Waters Nutrition Center Improvements (Phases I & II), Kimball Recreation Center Roof Replacement, MLK Jr Community Center Improvements, and Casa de Salud Manuel Portillo Youth Center Improvements projects; 2) appropriate \$990,460.24 to corresponding GF expenditure accounts for Police Department Building Improvements (Phase I), ARTS Center Roof Replacement, Drainage Improvements, and Street Resurfacing projects; 3) release of Information Systems Maintenance (ISM) appropriations in the amount of \$70,171.70 from Security Card Access System and Civic Center Data Center AC projects; and 4) appropriate \$70,171.70 to corresponding ISM expenditure account for Public Safety Cameras project for the National City Aquatic Center.

**PREPARED BY:** Stephen Manganiello

**DEPARTMENT:** Engineering/Public Works

**PHONE:** (619) 336-4382

**APPROVED BY:**



**EXPLANATION:**

See attached.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

See attached.

**APPROVED:**



Finance

**APPROVED:**

MIS

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐ FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt Resolution authorizing release of funds from various Capital Improvement Program (CIP) projects in order to increase appropriations for other CIP projects, which are either in construction or ready for construction bidding.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

1. Explanation
2. Financial Statement
3. Resolution



## **Explanation**

An integral part of delivering a successful Capital Improvement Program (CIP) for the residents of National City is prioritizing projects and leveraging funding opportunities. As the City approaches the mid-year, staff has identified a need for additional funds for several projects which are either in construction or ready for construction bidding. In order to offset the impact to the General Fund, staff has identified other CIP projects that have been completed under budget, incorporated into larger financing programs, and/or delayed in order to complete comprehensive needs assessments.

Therefore, staff recommends that City Council authorize the following actions to facilitate completion of priority CIP projects: 1) release of General Fund (GF) appropriations in the amount of \$990,460.24 from Civic Center Chiller, Kimball Tower Rehabilitation, George H. Waters Nutrition Center Improvements (Phases I & II), Kimball Recreation Center Roof Replacement, MLK Jr Community Center Improvements, and Casa de Salud Manuel Portillo Youth Center Improvements projects; 2) appropriate \$990,460.24 to corresponding GF expenditure accounts for Police Department Building Improvements (Phase I), ARTS Center Roof Replacement, Drainage Improvements, and Street Resurfacing projects; 3) release of Information Systems Maintenance (ISM) appropriations in the amount of \$70,171.70 from Security Card Access System and Civic Center Data Center AC projects; and 4) appropriate \$70,171.70 to corresponding ISM expenditure account for Public Safety Cameras project for the National City Aquatic Center.

The attached Financial Statement provides an accounting summary, including justifications for the release and appropriation of funds.

## Financial Statement

Project	Description	Account #	General Fund (001)	Information Systems Maintenance (629)	Total	Notes
Civic Center Chiller Project	Provide energy efficiency upgrades, including replacement of the HVAC	001-409-500-598-1591	\$ (148,599.60)		\$ (148,599.60)	Improvements will be financed and completed through Energy Savings Contract (ESCO)
Kimball Tower Rehab	Replace boiler system; other improvements TBD	001-409-500-598-1593	\$ (150,296.30)		\$ (150,296.30)	Boiler system has been replaced; other improvements will be identified and financed as part of Kimball-Morgan Tower rehabilitation project
George H. Waters Nutrition Center Improvements - Phase I	Replace walk-in refrigerator, replace roof-mounted HVAC unit, and install dishwasher roof utility fan	001-409-500-598-1599	\$ (334,262.76)		\$ (334,262.76)	Improvements have been completed
George H. Waters Nutrition Center Improvements - Phase II	Replace grease interceptor; other improvements TBD	001-409-500-598-1598	\$ (90,000.00)		\$ (90,000.00)	Replacement of grease interceptor and other improvements will be identified and financed as part of Kimball-Morgan Tower rehabilitation project
Kimball Recreation Center Roof Replacement	Replace Kimball Rec Center roof	001-409-500-598-1602	\$ (50,000.00)		\$ (50,000.00)	Project is on-hold until needs assessment is completed to determine ultimate use of the facility; staff will continue to maintain commercial grade roof tarps (installed last year) and provide minor maintenance as needed
MLK Jr Community Center Improvements	Replace two, 7.5 ton rooftop heat pump units with economizers at the MLK Jr Community Center; provide energy efficiency upgrades; other improvements TBD	001-409-500-598-1607	\$ (187,440.60)		\$ (187,440.60)	Rooftop heat pump units have been replaced; energy efficiency upgrades will be financed and completed through Energy Savings Contract (ESCO); other improvements will be identified and financed as part of facilities needs assessment
Casa de Salud Manuel Portillo Youth Center Improvements	Refurbish Casa de Salud, including interior and exterior painting, new indoor soccer court, building signage and public art; provide energy efficiency upgrades; other improvements TBD	001-409-500-598-4070	\$ (29,860.98)		\$ (29,860.98)	Refurbishment of Casa de Salud has been completed; energy efficiency upgrades will be financed and completed through Energy Savings Contract (ESCO); other improvements will be identified and financed as part of facilities needs assessment

Project	Description	Account #	General Fund (001)	Information Systems Maintenance (629)	Total	Notes
Security Card Access System	Provide upgrades to the security card access system	629-409-500-598-8032		\$ (35,635.12)	\$ (35,635.12)	Upgrades have been completed
Civic Center Data Center AC	Provide upgrades to the Civic Center Data Center AC	629-409-500-598-8037		\$ (34,536.58)	\$ (34,536.58)	Upgrades have been completed
		<b>Subtotal</b>	<b>\$ (990,460.24)</b>	<b>\$ (70,171.70)</b>	<b>\$ (1,060,631.94)</b>	
Police Department Building Improvements - Phase I	Provide electrical and mechanical upgrades to support expansion of the Police Department Property and Evidence Room, ADA upgrades, fire suppression system upgrades, waterproofing, landscaping and irrigation	001-409-500-598-1181	\$ 50,000.00		\$ 50,000.00	Additional appropriations are needed for preparation of as-built drawings and project close-out for Phase I improvements
ARTS Center Roof Replacement	Replace ARTS Center roof	001-409-500-598-1600	\$ 100,000.00		\$ 100,000.00	Additional appropriations needed for construction based on latest plans and Engineers' estimate
Drainage Improvements	Provide drainage improvements Citywide	001-409-500-598-7062	\$ 100,000.00		\$ 100,000.00	Additional appropriations needed for construction of various drainage improvement projects
Street Resurfacing	Provide roadway rehabilitation digouts, grinding, overlay and slurry seals; re-striping of finished pavement and new signage; removal and replacement of damaged or lifted sidewalks and substandard pedestrian curb ramps for ADA compliance	001-409-500-598-6035	\$ 740,460.24		\$ 740,460.24	Additional appropriations needed for construction of various street resurfacing projects, such as Division Street, 16th Street, 18th Street and Plaza Blvd
Public Safety Cameras	Install public safety cameras and associated infrastructure for the National City Aquatic Center	629-409-500-598-8040		\$ 70,171.70	\$ 70,171.70	Additional appropriations needed to install public safety cameras and associated infrastructure for the National City Aquatic Center
		<b>Subtotal</b>	<b>\$ 990,460.24</b>	<b>\$ 70,171.70</b>	<b>\$ 1,060,631.94</b>	

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE FOLLOWING ACTIONS TO FACILITATE COMPLETION OF  
PRIORITY CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS; RELEASE  
GENERAL FUND ("GF") APPROPRIATIONS IN THE AMOUNT OF \$990,460.24  
FROM CIVIC CENTER CHILLER, KIMBALL TOWER REHABILITATION,  
GEORGE H. WATERS NUTRITION CENTER IMPROVEMENTS (PHASES I & II),  
KIMBALL RECREATION CENTER ROOF REPLACEMENT, MLK JR COMMUNITY  
CENTER IMPROVEMENTS, AND CASA DE SALUD MANUEL PORTILLO YOUTH  
CENTER IMPROVEMENTS PROJECTS; APPROPRIATE \$990,460.24 TO  
CORRESPONDING GF EXPENDITURE ACCOUNTS FOR POLICE DEPARTMENT  
BUILDING IMPROVEMENTS (PHASE I), ARTS CENTER ROOF REPLACEMENT,  
DRAINAGE IMPROVEMENTS, AND STREET RESURFACING PROJECTS;  
AND RELEASE OF INFORMATION SYSTEMS MAINTENANCE (ISM)  
APPROPRIATIONS IN THE AMOUNT OF \$70,171.70 FROM SECURITY  
CARD ACCESS SYSTEM AND CIVIC CENTER DATA CENTER AC  
PROJECTS; AND APPROPRIATE \$70,171.70 TO THE CORRESPONDING ISM  
EXPENDITURE ACCOUNT FOR PUBLIC SAFETY CAMERAS PROJECT  
FOR THE NATIONAL CITY AQUATIC CENTER

WHEREAS, as the City approaches the mid-fiscal year, staff has identified a need for additional funds for several Capital Improvement Projects (CIP's) that are either in construction or ready for construction bidding; and

WHEREAS, to offset the impact to the General Fund, other CIP projects have been identified as being completed under budget, incorporated into larger financing programs, and/or delayed in order to complete comprehensive needs assessments; and

WHEREAS, staff recommends that City Council authorize the following actions to facilitate completion of priority CIP projects:

1. Release of General Fund ("GF") appropriations in the amount of \$990,460.24 from Civic Center Chiller, Kimball Tower Rehabilitation, George H. Waters Nutrition Center Improvements (Phases I & II), Kimball Recreation Center Roof Replacement, MLK Jr. Community Center Improvements, and Casa de Salud Manuel Portillo Youth Center Improvements projects;
2. Appropriate \$990,460.24 to corresponding GF expenditure accounts for Police Department Building Improvements (Phase I), ARTS Center Roof Replacement, Drainage Improvements, and Street Resurfacing projects;
3. Release of Information Systems Maintenance ("ISM") appropriations in the amount of \$70,171.70 from Security Card Access System and Civic Center Data Center AC projects; and
4. Appropriate \$70,171.70 to the corresponding ISM expenditure account for Public Safety Cameras project for the National City Aquatic Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City National City hereby authorizes the following:



1. Release of General Fund (GF) appropriations in the amount of \$990,460.24 from Civic Center Chiller, Kimball Tower Rehabilitation, George H. Waters Nutrition Center Improvements (Phases I & II), Kimball Recreation Center Roof Replacement, MLK Jr. Community Center Improvements, and Casa de Salud Manuel Portillo Youth Center Improvements projects;
2. Appropriate \$990,460.24 to corresponding GF expenditure accounts for Police Department Building Improvements (Phase I), ARTS Center Roof Replacement, Drainage Improvements, and Street Resurfacing projects;
3. Release of Information Systems Maintenance (ISM) appropriations in the amount of \$70,171.70 from Security Card Access System and Civic Center Data Center AC projects; and
4. Appropriate \$70,171.70 to corresponding ISM expenditure account for Public Safety Cameras project for the National City Aquatic Center.

PASSED and ADOPTED this 20<sup>th</sup> day of December, 2016.

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Ron Morrison, Mayor

ATTEST:

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Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

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George H. Eiser, III  
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Resolution of the City Council of the City of National City authorizing the Mayor to execute a Site Infrastructure Agreement between the City of National City and Paradise Creek II Housing Partners, L.P., a California limited partnership, to subcontract t


**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Resolution of the City Council of the City of National City authorizing the Mayor to execute a Site Infrastructure Agreement between the City of National City and Paradise Creek II Housing Partners, L.P., to subcontract with the City to perform required remediation and improvement work needed on the public park component of the Westside Transit-Oriented Affordable Housing and Paradise Creek Enhancement Project, and establishing the appropriation and corresponding revenue budget for said Agreement.

**PREPARED BY:** Carlos Aguirre, Housing & Economic Dev. Mgr. 

**DEPARTMENT:** Housing & Economic Development

**PHONE:** 619-336-4391

**APPROVED BY:** 

**EXPLANATION:**

See Attachment No. 1

**FINANCIAL STATEMENT:**

**APPROVED:** 

**Finance**

**ACCOUNT NO.**

**APPROVED:**

**MIS**

Expenditure Account: 001-409-500-598-1596 WI-TOD Improvements - \$4,800,000.00

Revenue Account: 001-06029-3648 WI-TOD Improvements - \$4,800,000.00

**ENVIRONMENTAL REVIEW:**

n/a

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Adopt the Resolution.

**BOARD / COMMISSION RECOMMENDATION:**

n/a

**ATTACHMENTS:**

1. Background Report
2. Site Infrastructure Agreement

## **Background Report Site Infrastructure Agreement (“SIA”) for Paradise Creek Park**

Paradise Creek Housing Partners, L.P., a California limited partnership (“Phase I Developer”), and the Community Development Commission of the City of National City (“CDC”) acting in its capacity as the National City Redevelopment Agency (“CDC-RDA”), entered into that certain Disposition and Development Agreement [Transit Oriented Infill Affordable Housing and Paradise Creek Enhancement Project] (“Project”) dated June 21, 2011 (“DDA”). Paradise Creek II Housing Partners, L.P., a California limited partnership (“Developer”) has assumed all obligations of the Phase I Developer under the DDA with respect to the Phase II Project, as defined in the DDA.

On February 1, 2012, all redevelopment agencies in California were dissolved and the Successor Agency to the Community Development Commission as the National City Redevelopment Agency (“Successor Agency”) was established to make payments and otherwise perform the enforceable obligations of the former RDA as it moved to wind down the affairs of former RDA, and thereby, by operation of law, the Successor Agency assumed the rights and obligations of the CDC with respect to the DDA.

The Successor Agency is obligated under the DDA to pay for the costs of certain environmental remediation activities with respect to the Project as defined in the DDA. With respect to the Phase I and Phase II housing sites, the environmental remediation activities were performed by a subcontractor to the Developer, the costs for which were invoiced to and will be paid in full by the Successor Agency. Environmental remediation is yet to be performed on the Paradise Creek Park Parcel (“Park Parcel”), but funding for the work has been obtained by the Successor Agency for the fiscal year beginning July 1, 2016.

The redevelopment agency dissolution law requires that all payments by the Successor Agency must first be approved by the California Department of Finance (DOF) via the recognized obligation payment schedule (ROPS) process. The Successor Agency included \$2,000,000.00 in its ROPS for the July 1, 2016 – June 30, 2017 period (ROPS 16-17) for environmental remediation of the Park Parcel, which item was approved by the DOF as an enforceable obligation. The ROPS 16-17 specifies that the Developer is the payee of those funds.

The Developer is also obligated to improve the Park Parcel, as defined in and pursuant to the DDA. Under the Site Infrastructure Agreement, the Developer would subcontract with the City of National City (“City”) for the improvement of the Park Parcel and would pay the City \$4.8 million in full and complete satisfaction of Developer’s obligation to improve the Park Parcel under the DDA. Staff recommends that the Developer subcontract the environmental remediation work to the City and pay the City for the improvements of the Park Parcel. This would allow the City to coordinate the remediation and park improvement work with adjacent street improvements to be funded by a separate Transportation Infrastructure Grant that has been awarded to the City by the State of California.



## **SITE INFRASTRUCTURE AGREEMENT**

### **(Paradise Creek-Phase II-Park Including Environmental)**

**THIS SITE INFRASTRUCTURE AGREEMENT** (“SIA”) is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of National City (“City”), and Paradise Creek II Housing Partners, L.P., a California limited partnership (“Developer”).

### **RECITALS**

A. Paradise Creek Housing Partners, L.P., a California limited partnership (“Phase I Developer”), and the Community Development Commission of the City of National City (“CDC”) acting in its capacity as the National City Redevelopment Agency (“CDC-RDA”), entered into that certain Disposition and Development Agreement [Transit Oriented Infill Affordable Housing and Paradise Creek Enhancement Project] (“Project”) dated June 21, 2011 (“DDA”). The Developer has assumed all obligations of the Phase I Developer under the DDA with respect to the Phase II Project, as defined in the DDA.

B. On February 1, 2012, all redevelopment agencies in California were dissolved and the Successor Agency to the Community Development Commission as the National City Redevelopment Agency (“Successor Agency”) was established to make payments and otherwise perform the enforceable obligations of the former RDA as it moved to wind down the affairs of former RDA, and thereby, by operation of law, the Successor Agency assumed the rights and obligations of the CDC with respect to the DDA.

C. The Successor Agency is obligated under the DDA to pay for the costs of certain environmental remediation activities with respect to the Project as defined in the DDA. With respect to the Phase I and Phase II housing sites, the environmental remediation activities were performed by a subcontractor to the Developer, the costs for which were invoiced to and will be paid in full by the Successor Agency. Environmental remediation is yet to be performed on the Paradise Creek Parcel, but funding for the work has been obtained by the Successor Agency for the fiscal year beginning July 1, 2016.

D. The redevelopment agency dissolution law requires that all payments by the Successor Agency must first be approved by the California Department of Finance (DOF) via the recognized obligation payment schedule (ROPS) process. The Successor Agency included \$2,000,000.00 in its ROPS for the July 1, 2016 – June 30, 2017 period (ROPS 16-17) for environmental remediation of the Paradise Creek Parcel, which item was approved by the DOF as an enforceable obligation. The ROPS 16-17 specifies that the Developer is the payee of those funds.

E. Developer is the payee of the approved ROPS funds for the environmental remediation of the Paradise Creek Parcel and wishes to subcontract with the City for such environmental remediation work, utilizing the approved ROPS funds to pay the City the cost of doing such remediation work.

F. The Developer is obligated to improve the Paradise Creek Parcel, as defined in and pursuant to the DDA. Developer wishes to subcontract with the City for the improvement of the Paradise Creek Parcel and shall pay City \$4.8 million to improve the Paradise Creek Parcel in full and complete satisfaction of Developer's obligation to improve the Paradise Creek Parcel under the DDA.

G. The City is willing to be the subcontractor for both the environmental remediation work and the improvement of the Paradise Creek Parcel in satisfaction of Developer's obligation to improve the Paradise Creek Parcel under the DDA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

1. Site Infrastructure Environmental Remediation and Cost Payment Process. Developer is subcontracting with City to perform the work needed for environmental remediation of the Paradise Creek Parcel, which must be completed in order to construct improvements to the Paradise Creek Parcel as set forth in the DDA. The City will deliver to the Developer all invoices (and such back-up documentation as the Successor Agency and DOF require) for the costs incurred for the environmental remediation work on the Paradise Creek Parcel. The Developer shall invoice the Successor Agency for this work within ten (10) business days of receiving the City's invoices and pay the City within five (5) business days of receiving the funds from the Successor Agency for the invoiced amount, in the method so designated by the City.

(a) If environmental remediation costs for the Paradise Creek Parcel exceed \$2,000,000, Developer shall request an increase for such costs from the Successor Agency. Developer recognizes that the DOF has currently approved, on ROPS 16-17, \$2,000,000 for the environmental remediation costs of the Paradise Creek Parcel. Notwithstanding any provision to the contrary set forth in this SIA, neither party is obligated to expend or incur costs for environmental remediation beyond what is approved in ROPS 16-17 by DOF. If, as the environmental remediation work progresses, it appears that such remediation costs will exceed \$2,000,000, the City will inform Developer so additional funding may be requested from the Successor Agency.

2. Site Infrastructure - Improvement of the Paradise Creek Parcel into a Park

(a) Park Improvements. Developer is subcontracting with the City to perform the work needed to fulfill the Developer's obligation to improve (i) the open space located on the Paradise Creek Parcel (as defined in the DDA) and (ii) the obligation to improve and expand the Paradise Creek Education Parcel (as defined in the DDA) and the associated recreational area, as set forth in Recitals B and D.4., to the DDA, Exhibit F (Scope of Development) to the DDA and elsewhere in the DDA.

(b) Maximum Amount. In consideration of the mutual covenants set forth in this SIA, the Developer shall pay the City Four Million Eight Hundred Thousand and No/100 Dollars (\$4,800,000.00) in full and complete satisfaction of its obligations under the DDA with

respect to the improvement of the Paradise Creek Parcel, on the terms and conditions set forth herein.

(c) Payment Amount and Timing. Within ten (10) business days of receiving a demand from the City, the Developer shall pay the City the specified amount for the improvement of the Paradise Creek Parcel as specified in Paragraph 2(a) herein, up to the maximum amount set forth in Paragraph 2(b) herein.

3. Developer's Role in Environmental Remediation and Improvement of the Park.

Developer shall be entitled to receive a fee with respect to this SIA in the amount of \$300,000 (the "Fee") from any sources which the Developer is able to obtain; provided, however, that: (i) the City shall not have any obligation whatsoever with respect to the Fee; (ii) the Fee shall not be payable by the City; and (iii) the Fee shall not reduce the \$4,800,000.00 the City is entitled to receive under this SIA.

4. General Provisions.

(a) Governing Law. This SIA shall be interpreted and construed in accordance with California law, without regard to any choice of law principles.

(b) Indemnity. City shall indemnify, defend and hold Developer harmless from and against any and all loss, damage, cost, expense (including attorney's fees), injury (including death) and claims therefor arising out of City's (and its contractors and subcontractors') performance of this SIA, excepting to the extent the same results from the gross negligence or willful misconduct of Developer.

(c) Counterparts. This SIA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Captions. The captions in this SIA are inserted for convenience of reference and in no way define, describe or limit the scope or intent of this SIA or any of the provisions of this SIA.

(e) Binding Effect. This SIA shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, heirs and permitted assigns.

(f) Modifications; Waiver. No waiver, modification, amendment, discharge or change of this SIA shall be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver, amendment, discharge or change is sought.

(g) Entire Agreement. This SIA contains the entire agreement between the parties relating to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations or statements, oral or written, are superseded.

(h) Partial Invalidity. Any provision of this SIA which is unenforceable, invalid, or the inclusion of which would adversely affect the validity, legality, or enforcement of this SIA shall have no effect, but all the remaining provisions of this SIA shall remain in full effect.

(i) Attorneys' Fees. The parties agree that the prevailing party in litigation for the breach and/or interpretation and/or enforcement of the terms of this SIA shall be entitled to their expert witness fees, if any, as part of their costs of suit, and attorneys' fees as may be awarded by the court, pursuant to California Code of Civil Procedure ("CCP") Section 1033.5 and any other applicable provisions of California law, including, without limitation, the provisions of CCP Section 998. All claims, disputes, causes of action or controversies shall be subject solely to the jurisdiction of the San Diego Superior Court, Downtown Branch.

(j) Capacity and Authority. All individuals signing this SIA for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

**IN WITNESS WHEREOF**, the parties hereto have caused this SIA to be executed as of the date first written above.

**City:**

City of National City

By:\_\_\_\_\_

Ron Morrison, Mayor

Approved as to Form:

By:\_\_\_\_\_

George Eiser, Acting City Attorney

**DEVELOPER:**

Paradise Creek II Housing Partners, L.P., a California limited partnership

By: Related/Paradise Creek II Development Co., LLC, a California limited liability company  
Its: Administrative General Partner

By:\_\_\_\_\_

Frank Cardone, President

*{signatures continue on following page}*



By: CHW Paradise Creek II Development Co., LLC, a California limited liability company  
Its: Managing General Partner

By: Community HousingWorks, a California nonprofit public benefit corporation  
Its: Managing Member

By: \_\_\_\_\_  
Anne Wilson, Senior Vice President

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY  
AUTHORIZING THE MAYOR TO EXECUTE A SITE INFRASTRUCTURE  
AGREEMENT BETWEEN THE CITY OF NATIONAL CITY AND  
PARADISE CREEK II HOUSING PARTNERS, LP, TO SUBCONTRACT  
WITH THE CITY TO PERFORM REQUIRED REMEDIATION WORK  
AND IMPROVEMENT NEEDED ON THE PUBLIC PARK COMPONENT  
OF THE WESTSIDE TRANSIT-ORIENTED AFFORDABLE HOUSING  
AND PARADISE CREEK ENHANCEMENT PROJECT, AND  
ESTABLISHING THE APPROPRIATION AND CORRESPONDING  
REVENUE BUDGET FOR SAID AGREEMENT

WHEREAS, Paradise Creek Housing Partners, L.P., a California limited partnership ("Phase I Developer"), and the Community Development Commission of the City of National City ("CDC") acting in its capacity as the National City Redevelopment Agency ("CDC-RDA"), entered into that certain Disposition and Development Agreement [Transit Oriented Infill Affordable Housing and Paradise Creek Enhancement Project] ("Project") dated June 21, 2011 ("DDA"). Paradise Creek II Housing Partners, L.P., a California limited partnership, ("Developer") has assumed all obligations of the Phase I Developer under the DDA with respect to the Phase II Project, as defined in the DDA; and

WHEREAS, on February 1, 2012, all redevelopment agencies in California were dissolved and the Successor Agency to the Community Development Commission as the National City Redevelopment Agency ("Successor Agency") was established to make payments and otherwise perform the enforceable obligations of the former RDA as it moved to wind down the affairs of former RDA, and, by operation of law, the Successor Agency assumed the rights and obligations of the CDC with respect to the DDA; and

WHEREAS, the Successor Agency is obligated under the DDA to pay for the costs of certain environmental remediation activities with respect to the Project as defined in the DDA. With respect to the Phase I and Phase II housing sites, the environmental remediation activities were performed by a subcontractor to the Developer, the costs for which were invoiced to and will be paid in full by the Successor Agency. Environmental remediation is yet to be performed on the Paradise Creek Park Parcel ("Park Parcel"), but funding for the work has been obtained by the Successor Agency for the fiscal year beginning July 1, 2016; and

WHEREAS, the redevelopment agency dissolution law requires that all payments by the Successor Agency must first be approved by the California Department of Finance ("DOF") via the Recognized Obligation Payment Schedule ("ROPS") process. The Successor Agency included \$2,000,000.00 in its ROPS for the July 1, 2016 – June 30, 2017 period ("ROPS 16-17") for environmental remediation of the Park Parcel, which item was approved by the DOF as an enforceable obligation. The ROPS 16-17 specifies that the Developer is the payee of those funds; and

WHEREAS, the Developer is also obligated to improve the Park Parcel, as defined in and pursuant to the DDA. Under the Site Infrastructure Agreement, the Developer would subcontract with the City of National City ("City") for the improvement of the Park Parcel and would pay the City \$4.8 Million in full and complete satisfaction of Developer's obligation to improve the Park Parcel under the DDA; and

WHEREAS, staff recommends that the Developer subcontract the environmental remediation work to the City, and pay the City for the improvements of the Park Parcel, to allow the City to coordinate the remediation and park improvement work with adjacent street improvements to be funded by a separate Transportation Infrastructure Grant that has been awarded to the City by the State of California.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of National City hereby authorizes the Mayor to execute a Site Infrastructure Agreement with Paradise Creek II Housing Partners, LP, for the City to be subcontractor for both the remediation work and the improvements to the Paradise Creek Park parcel in satisfaction of the Developer's obligation to remediate and improve said Parcel. Said Agreement is on file in the office of the City Clerk.

PASSED and ADOPTED this 20<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Ron Morrison, Mayor

ATTEST:

\_\_\_\_\_  
Michael R. Dalla, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
George H. Eiser, III  
Interim City Attorney

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit - South Bay Community Church requesting to have a shipping container for storage at 2400 Euclid Avenue from December 21, 2016 thru December 21, 2017 with no waiver of fees. (Neighborhood Services)



**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.** \_\_\_\_\_

**ITEM TITLE:**

Temporary Use Permit – South Bay Community Church requesting to have a shipping container for storage at 2400 Euclid Avenue from December 21, 2016 thru December 21, 2017 with no waiver of fees.

**PREPARED BY:** Dionisia Trejo

**PHONE:** (619) 336-4255

**DEPARTMENT:** Neighborhood Services Department

**APPROVED BY:** \_\_\_\_\_

**EXPLANATION:**

This is a request from South Bay Community Church to have a shipping container for storage at 2400 Euclid Avenue from December 21, 2016 thru December 21, 2017.

This storage container will be used for the weekly homeless outreach, seasonal decorations and additional outreach supplies. The container will also secure and hold current construction materials during building improvements and renovations.

Note: This is the first year this organization has requested a Temporary Use Permit to have a shipping container for storage on this property.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.** \_\_\_\_\_

The City has incurred \$237.00 for processing the TUP.

Total Fees: \$237.00

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** **INTRODUCTION:** ☐ **FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit with no waiver of fees subject to compliance with all conditions of approval.

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions of approval.



City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☐ Fair/Festival    ☐ Parade/March    ☐ Walk or Run    ☐ Concert/Performance  
☒ TUP    ☐ Sporting Event    ☐ Other (specify) \_\_\_\_\_

### Event Name & Location

Event Title Container Storage

Event Location (list all sites being requested) Container will be stored at 2400 Euclid Ave., NC, Ca 91950

### Event Times

#### Set-Up Starts

Date n/a Time \_\_\_\_\_ Day of Week \_\_\_\_\_

#### Event Starts

Date 12-21-16 Time \_\_\_\_\_ Day of Week \_\_\_\_\_

#### Event Ends

Date 12-21-17 Time \_\_\_\_\_ Day of Week \_\_\_\_\_

#### Breakdown Ends

Date n/a Time \_\_\_\_\_ Day of Week \_\_\_\_\_

### Applicant Information

Applicant (Your name) Eddie Duenas Sponsoring Organization South Bay Community Church

Event Coordinator (if different from applicant) n/a

Mailing Address 2400 Euclid Ave. NC, Ca 91950

Day Phone 619-267-5500 After Hours Phone 619-787-2601 Cell 619-787-2601 Fax \_\_\_\_\_

Public Information Phone n/a E-mail eddie@southbaycc.org

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: [Signature] Date 11-21-16

## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Description of Event

☒ First time event    ☐ Returning Event    ☐ Include site map with application

Note that this description may be published in our City Public Special Events Calendar:

The storage container will be located at and used for the weekly homeless outreach, seasonal decorations and additional outreach supplies.

The container can also hold current construction materials during building improvements and renovations

### Estimated Attendance

Anticipated # of Participants: n/a    Anticipated # of Spectators: \_\_\_\_\_

### Traffic Control, Security, First Aid and Accessibility

Requesting to close street(s) to vehicular traffic? Yes ☐ No ☒

List any streets requiring closure as a result of the event (provide map): none

Date and time of street closure: n/a    Date and time of street reopening: n/a

☐ Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

☐ Other (explain) \_\_\_\_\_

### Security and Crowd Control

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: n/a

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☒

☐ First aid station to be staffed by professional company. ► Company n/a

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

n/a



**Elements of your Event**

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ▶ \_\_\_\_\_ (Dimensions)

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

n/a # of tables ☐ No tables being set up

n/a # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables ☐ No tables being set up

\_\_\_\_\_ # of chairs ☐ No chairs being set up

Contractor Name n/a

Contractor Contact Information n/a  
Address City/State Phone Number

Setting up other equipment?

☐ Sporting Equipment (explain) n/a

☐ Other (explain) \_\_\_\_\_

☐ Not setting up any equipment listed above at event

Having amplified sound and/or music? Yes ☐ No ☒

☐ PA System for announcements ☐ CD player or DJ music

☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band

☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ▶ Contractor Name \_\_\_\_\_

▶ \_\_\_\_\_  
Address City/State Phone Number

Using lighting equipment at your event? Yes ☐ No ☒

☐ Bringing in own lighting equipment

☐ Using professional lighting company ▶ Company Name \_\_\_\_\_

\_\_\_\_\_ Address City/State Phone Number

Using electrical power? Yes ☐ No ☐

- ☐ Using on-site electricity    ☐ For sound and/or lighting    ☐ For food and/or refrigeration  
☐ Bringing in generator(s)    ☐ For sound and/or lighting    ☐ For food and/or refrigeration

#### Vendor Information

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 336-2363.

Having food and non-alcoholic beverages at your event? Yes ☐ No ☒

- ☐ Vendors preparing food on-site ► # \_\_\_\_\_ ► Business License # \_\_\_\_\_

If yes, please describe how food will be served and/or prepared: \_\_\_\_\_

- ☐ Vendors bringing pre-packaged food ► # \_\_\_\_\_ ► Business License # \_\_\_\_\_

- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ► # \_\_\_\_\_

- ☐ Vendors selling food # \_\_\_\_\_ ► Business License #(s) \_\_\_\_\_

- ☐ Vendors selling merchandise # \_\_\_\_\_ ► Business License #(s) \_\_\_\_\_

- ☐ Food/beverages to be handled by organization; no outside vendors

- ☐ Vendors selling services # \_\_\_\_\_ ► Business License #(s) \_\_\_\_\_

► Explain services \_\_\_\_\_

- ☐ Vendors passing out information only (no business license needed) # \_\_\_\_\_

► Explain type(s) of information \_\_\_\_\_

- ☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # \_\_\_\_\_ ☐ Rock climbing wall Height \_\_\_\_\_

- ☐ Inflatable bouncer slide # \_\_\_\_\_ ☐ Arts & crafts (i.e., craft making, face painting, etc.)

- ☐ Other \_\_\_\_\_

Having fireworks or aerial display? Yes ☐ No ☒

☐ Vendor name and license # \_\_\_\_\_

Dimensions \_\_\_\_\_ Duration \_\_\_\_\_

Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00.

Arranging for media coverage? Yes ☐ No ☒

☐ Yes, but media will not require special set-up

☐ Yes, media will require special set-up. Describe \_\_\_\_\_

#### Event Signage

**PLEASE NOTE:** For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # \_\_\_\_\_ Dimensions \_\_\_\_\_

☐ Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # \_\_\_\_\_

☐ What will signs/banners say? \_\_\_\_\_

☐ How will signs/banners be anchored or mounted? \_\_\_\_\_

#### Waste Management

**PLEASE NOTE:** One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☐ No ☒

If yes, please identify the following:

▶ Total number of portable toilets: \_\_\_\_\_

▶ Total number of ADA accessible portable toilets: \_\_\_\_\_

☐ Contracting with portable toilet vendor. ▶ \_\_\_\_\_

▶ Load-in Day & Time \_\_\_\_\_ ▶ Load-out Day & Time \_\_\_\_\_

☐ Portable toilets to be serviced. ▶ Time \_\_\_\_\_

**Set-up, Breakdown, Clean-up**

**Setting up the day before the event?**

- ☐ Yes, will set up the day before the event.    ► # of set-up day(s) n/a
- ☐ No, set-up will occur on the event day

**Requesting vehicle access onto the turf?**

- ☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)
- ☐ No, vehicles will load/unload from nearby street or parking lot.

**NPDES-Litter Fence**

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☒ N/A

**Breaking down set-up the day after the event?**

- ☐ Yes, breakdown will be the day after the event.    ► # of breakdown day(s) n/a
- ☐ No, breakdown will occur on the event day.

**How are you handling clean-up?**

- ☐ Using City crews
- ☐ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

**Miscellaneous**

**Please list anything important about your event not already asked on this application:**

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**Please make a copy of this application for your records.  
We do not provide copies.**





# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event:	<u>Container Storage</u>		
Event Address:	<u>2400 Euclid Ave. NC, Ca 91950</u>	Expected # of Attendees:	<u>n/a</u>
Event Host/Coordinator:	<u>Eddie Duenas</u>	Phone Number:	<u>619-787-2601</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>n/a</u>			
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>n/a</u>			
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)			<u>n/a</u>
Do all storm drains have screens to temporarily protect trash and debris from entering?			<u>n/a</u>
Are spill cleanup kits readily available at designated spots?			<u>n/a</u>

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

# City of National City

## PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: South Bay Community Church

Person in Charge of Activity: Eddie Duenas

Address: 2400 Euclid Ave., NC, Ca 91950

Telephone: \_\_\_\_\_ Date(s) of Use: \_\_\_\_\_

### HOLD HARMLESS AGREEMENT

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: \_\_\_\_\_

Official Title: Associate Pastor Date: 11-21-16

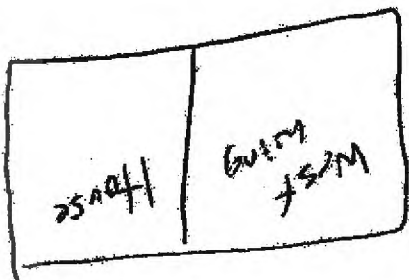
For Office Use Only

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_

Euclid Avenue



2400 Euclid Avenue  
South Bay Community Church  
Building



Dirt lot

Container placement







**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

**SPONSORING ORGANIZATION: South Bay Community Church**

**EVENT: Container Storage**

**DATE OF EVENT: December 21, 2016 thru December 21, 2017**

**APPROVALS:**

DEVELOPMENT SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
RISK MANAGER	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
PUBLIC WORKS	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
FINANCE	YES [ x ]	NO [ ]	SEE CONDITIONS [ x ]
FIRE	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
POLICE	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
CITY ATTORNEY	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]
COMMUNITY SERVICES	YES [ x ]	NO [ ]	SEE CONDITIONS [ ]

**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES**

**Planning:**

Planning is OK with the storage container being on site as long as it is being used for storage of building materials during a permitted construction project. Planning is not supportive of the container unless there is an active and current building permit for the property.

**Building:**

This was a referral to Code Enforcement from the Building Division. This container looks to be a permanent fixture. Other than this comment Building Division has no other comments for this TUP.

**PUBLIC WORKS**

No comments

**FINANCE**

South Bay Community Church has a current business license. No other stipulations.

**CITY ATTORNEY**

No comments

**POLICE DEPARTMENT**

No comments

**FIRE**

No comments

**RISK MANAGER (619) 336-4370**

Risk Management has reviewed the application and determined that there is no insurance that is necessary in support of their Special Events Application.

The following page(s) contain the backup material for Agenda Item: Temporary Use Permit – “Frank King’s Christmas with Kids” hosted by Christmas with Kids at 223 E. 3rd Street on December 25, 2016 from 7 a.m. to 11 a.m. The applicant has requested a waiver of fees. (Neighborhood Services)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO. 1**

**ITEM TITLE:**

Temporary Use Permit – “Frank King’s Christmas with Kids” hosted by Christmas with Kids at 223 E. 3<sup>rd</sup> Street on December 25, 2016 from 7 a.m. to 11 a.m. The applicant has requested a waiver of fees.

**PREPARED BY:** Dionisia Trejo

**PHONE:** (619) 336-4255

**DEPARTMENT:** Neighborhood Services Department

**APPROVED BY:** 

**EXPLANATION:**

This is a request from the Christmas with Kids organization to conduct the “Frank King’s Christmas with Kids” event at 223 E. 3<sup>rd</sup> Street on December 25, 2016 from 7 a.m. to 11 a.m. This event has been taking place at the King’s Residence for 42 years here in National City. Since the passing of Mr. King, other community groups have taken up this charity that provides bicycles to underprivileged children.

This event starts early Christmas morning and television networks will be there broadcasting throughout the morning for this event.

Street closures are being requested on E 3<sup>rd</sup> Street between ‘B’ Avenue and ‘D’ Avenue starting at 5 a.m. to 1 p.m.

Note: In 2014 and 2015, City Council did approve the waiver of fees associated with this T.U.P event.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

**APPROVED:** \_\_\_\_\_ **Finance**

**APPROVED:** \_\_\_\_\_ **MIS**

The City has incurred \$237.00 for processing the TUP through various City departments.  
Total fees: \$237.00

**ENVIRONMENTAL REVIEW:**

N/A

**ORDINANCE:** INTRODUCTION: ☐

**FINAL ADOPTION:** ☐

**STAFF RECOMMENDATION:**

Approve the Application for a Temporary Use Permit subject to compliance with all conditions of approval with no waiver of fees. }

**BOARD / COMMISSION RECOMMENDATION:**

N/A

**ATTACHMENTS:**

Application for a Temporary Use Permit with recommended approvals and conditions of approval.





City of National City ■ Neighborhood Services Department  
1243 National City Boulevard ■ National City, CA 91950  
(619) 336-4364 ■ fax (619) 336-4217  
www.nationalcityca.gov

## Special Event Application

### Type of Event

- ☐ Fair/Festival    ☐ Parade/March    ☐ Walk or Run    ☐ Concert/Performance  
☐ TUP    ☐ Sporting Event    ☒ Other (specify) Christmas Bike/Toy Giveaway

### Event Name & Location

Event Title Frank King's Christmas with Kids

Event Location (list all sites being requested) 223 E 3rd St National City, CA 91950

### Event Times

Set-Up Starts  
Date 12/25/2016 Time 0500 Day of Week Sunday

Event Starts  
Date 12/25/2016 Time 0700 Day of Week Sunday

Event Ends  
Date 12/25/2016 Time 1100 Day of Week Sunday

Breakdown Ends  
Date 12/25/2016 Time 1200 Day of Week Sunday

### Applicant Information

Applicant (Your name) Michael Strand Sponsoring Organization Christmas with Kids

Event Coordinator (if different from applicant) Brian Trum

Mailing Address 4602 Saute Ave San Diego Ca 92117

Day Phone 6192469474 After Hours Phone 6192469474 Cell 6192469474 Fax \_\_\_\_\_

Public Information Phone 6192469474 E-mail snowman1946@aol.com

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Applicant understands this TUP/special event may implicate fees for City services, which will have to be paid in the City's Finance Department 48 hours prior to the event set-up. The undersigned also understands and accepts the City's refund policy for application processing and facility use and that fees and charges are adjusted annually and are subject to change.

Signature of Applicant: Michael Strand Digitally signed by Michael Strand  
Date: 2016.11.23 10:00:18 -08'00' Date 2016.11.23

## Special Event Application (continued)

Please complete the following sections with as much detail as possible since fees and requirements are based on the information you provide us.

### Fees/Proceeds/Reporting

Is your organization a "Tax Exempt, nonprofit" organization? Yes ☒ No ☐

Are admission, entry, vendor or participant fees required? Yes ☐ No ☒

If YES, please explain the purpose and provide amount (s):

---

\$ 0.00 Estimated Gross Receipts including ticket, product and sponsorship sales from this event.

\$ 0.00 Estimated Expenses for this event.

\$ 0.00 What is the projected amount of revenue that the Nonprofit Organization will receive as a result of this event?

### Description of Event

☐ First time event ☒ Returning Event ☐ include site map with application

Note that this description may be published in our City Public Special Events Calendar:

Frank King's Christmas with kids is an annual National City Christmas morning toy and bike give away started by Frank King in his own yard. Under privileged children of National City can receive toys and some even a bike on Christmas morning. This event continues past Franks death through the efforts of the Christmas with Kids charity.

### Estimated Attendance

Anticipated # of Participants: 200 Anticipated # of Spectators: \_\_\_\_\_

**Traffic Control, Security, First Aid and Accessibility**

Requesting to close street(s) to vehicular traffic? Yes ☒ No ☐

List any streets requiring closure as a result of the event (provide map): The 200 block of E 3rd St  
in National city between B ave and D Ave.

Date and time of street closure: 25 Dec 16 0500 Date and time of street reopening: 25 Dec 1300

☐ Other (explain) \_\_\_\_\_

Requesting to post "no parking" notices? Yes ☐ No ☒

☐ Requested "No Parking" on city streets and/or parking lots (list streets/parking lots) (provide map):

☐ Other (explain) \_\_\_\_\_

**Security and Crowd Control**

Depending on the number of participants, your event may require Police services.

Please describe your procedures for both Crowd Control and Internal Security: Christmas with kids  
is supported by plenty of volunteers on Christmas morning, providing its own crowd control and security

Have you hired Professional Security to handle security arrangements for this event?

Yes ☐ No ☒ If YES, name and address of Security Organization \_\_\_\_\_

Security Director (Name): \_\_\_\_\_ Phone: \_\_\_\_\_

**If using the services of a professional security firm AND the event will occur on City property, please provide a copy of its insurance certificate, evidencing liability with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate, as well as and additional insured endorsement naming the City of National City, its officers, employees, and agents as additional insureds. Evidence of insurance must be provided by the vendor or its insurer to the City's Risk Manager for review and approval prior to the event.**

Is this a night event? Yes ☐ No ☒ If YES, please state how the event and surrounding area will be illuminated to ensure safety of the participants and spectators: \_\_\_\_\_

### First Aid

Depending on the number of participants, your event may require specific First Aid services.

First aid station to be staffed by event staff? Yes ☐ No ☒ First aid/CPR certified? Yes ☐ No ☐

☐ First aid station to be staffed by professional company. ► Company \_\_\_\_\_

### Accessibility

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Event is out-doors on a city street. No additional access needed for event.

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### Elements of your Event

Setting up a stage? Yes ☐ No ☒

☐ Requesting City's PA system

☐ Requesting City Stage; if yes, which size? ☐ Dimensions (13x28) ☐ Dimensions (20x28)

☐ Applicant providing own stage ► \_\_\_\_\_ (Dimensions)

Setting up canopies or tents?

\_\_\_\_\_ # of canopies size \_\_\_\_\_

\_\_\_\_\_ # of tents size \_\_\_\_\_

☐ No canopies/tents being set up

Setting up tables and chairs?

☐ Furnished by Applicant or Contractor

\_\_\_\_\_ # of tables ☐ No tables being set up

\_\_\_\_\_ # of chairs ☐ No chairs being set up

☐ (For City Use Only) Sponsored Events – Does not apply to co-sponsored events

\_\_\_\_\_ # of tables ☐ No tables being set up

\_\_\_\_\_ # of chairs ☐ No chairs being set up

Contractor Name \_\_\_\_\_

Contractor Contact Information \_\_\_\_\_  
Address City/State Phone Number



**Setting up other equipment?**

- ☐ Sporting Equipment (explain) \_\_\_\_\_
- ☐ Other (explain) \_\_\_\_\_
- ☒ Not setting up any equipment listed above at event

**Having amplified sound and/or music? Yes ☐ No ☒**

- ☐ PA System for announcements ☐ CD player or DJ music
- ☐ Live Music ▶ ☐ Small 4-5 piece live band ▶ ☐ Large 6+ piece live band
- ☐ Other (explain) \_\_\_\_\_

If using live music or a DJ. ▶ Contractor Name \_\_\_\_\_

▶ \_\_\_\_\_

Address City/State Phone Number

**Using lighting equipment at your event? Yes ☐ No ☒**

- ☐ Bringing in own lighting equipment
- ☐ Using professional lighting company ▶ Company Name \_\_\_\_\_
- \_\_\_\_\_
- Address City/State Phone Number

**Using electrical power? Yes ☐ No ☒**

- ☐ Using on-site electricity ☐ For sound and/or lighting ☐ For food and/or refrigeration
- ☐ Bringing in generator(s) ☐ For sound and/or lighting ☐ For food and/or refrigeration

**Vendor Information**

**PLEASE NOTE:** You may be required to apply for a temporary health permit if food or beverages are sold or given away during your special event. Also see 'Permits and Compliance' on page 8 in the Special Event Guide. For additional information on obtaining a temporary health permit, please contact the County of San Diego Environmental Health at (619) 338-2363.

**Having food and non-alcoholic beverages at your event? Yes ☐ No ☒**

- ☐ Vendors preparing food on-site ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_
- If yes, please describe how food will be served and/or prepared: \_\_\_\_\_

If you intend to cook food in the event area please specify the method:

☐ GAS ☐ ELECTRIC ☐ CHARCOAL ☐ OTHER (Specify): \_\_\_\_\_

- ☐ Vendors bringing pre-packaged food ▶ # \_\_\_\_\_ ▶ Business License # \_\_\_\_\_
- ☐ Vendors bringing bottled, non-alcoholic beverages (i.e., bottled water, can soda, etc.) ▶ # \_\_\_\_\_
- ☐ Vendors selling food # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_
- ☐ Vendors selling merchandise # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_

- ☐ Food/beverages to be handled by organization; no outside vendors
- ☐ Vendors selling services # \_\_\_\_\_ ▶ Business License #(s) \_\_\_\_\_
- ▶ Explain services \_\_\_\_\_
- ☐ Vendors passing out information only (no business license needed) # \_\_\_\_\_
- ▶ Explain type(s) of information \_\_\_\_\_
- ☐ No selling or informational vendors at event

Having children activities? Yes ☐ No ☒

**PLEASE NOTE:** In the event inflatable jumps are provided at the event, The City of National City requires commercial liability insurance with limits of at least \$1 Million dollars per occurrence/\$2 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. The application should be filed out at least one week prior to the event. There is a \$25 fee to process the permit application. For questions or to obtain a copy of the "Facility Use Application", please contact the Engineering/Public Works Department at (619) 336-4580.

- ☐ Inflatable bouncer house # \_\_\_\_\_ ☐ Rock climbing wall Height \_\_\_\_\_
- ☐ Inflatable bouncer slide # \_\_\_\_\_ ☐ Arts & crafts (i.e., craft making, face painting, etc.)
- ☐ Other \_\_\_\_\_

Having fireworks or aerial display? Yes ☐ No ☒

- ☐ Vendor name and license # \_\_\_\_\_
- Dimensions \_\_\_\_\_ Duration \_\_\_\_\_
- Number of shells \_\_\_\_\_ Max. size \_\_\_\_\_

**PLEASE NOTE:** In the event fireworks or another aerial display is planned for your event, The City of National City requires commercial liability insurance with limits of at least \$2 Million dollars per occurrence/ \$4 Million dollars aggregate. In addition, the City of National City must be named as an Additional Insured pursuant to a separate endorsement, which shall be provided by the vendor or its insurer to the City's Risk Manager, along with the Certificate of Insurance, for approval prior to the event. Depending on the size and/or nature of the fireworks display, the City reserves the right to request higher liability limits. The vendor must also obtain a fireworks permit from the National City Fire Department and the cost is \$502.00.

Arranging for media coverage? Yes ☒ No ☐

- ☒ Yes, but media will not require special set-up
- ☐ Yes, media will require special set-up. Describe \_\_\_\_\_

### Event Signage

**PLEASE NOTE:** For City sponsored or co-sponsored events, banners publicizing the event may be placed on the existing poles on the 1800 block and 3100 block of National City Boulevard. The banners must be made to the City's specifications. Please refer to the City's Special Event Guidebook and Fee Schedule for additional information.

Are you planning to have signage at your event? Yes ☐ No ☒

☐ Yes, we will post signage # \_\_\_\_\_ Dimensions \_\_\_\_\_

☐ Yes, having inflatable signage # \_\_\_\_\_ ▶ (complete Inflatable Signage Request form)

☐ Yes, we will have banners # \_\_\_\_\_

☐ What will signs/banners say? \_\_\_\_\_

☐ How will signs/banners be anchored or mounted? \_\_\_\_\_

### Waste Management

**PLEASE NOTE:** One toilet for every 250 people is required, unless the applicant can show that there are sufficient facilities in the immediate area available to the public during the event.

Are you planning to provide portable restrooms at the event? Yes ☒ No ☐

If yes, please identify the following:

▶ Total number of portable toilets: <sup>1</sup> \_\_\_\_\_

▶ Total number of ADA accessible portable toilets: \_\_\_\_\_

☐ Contracting with portable toilet vendor. ▶ \_\_\_\_\_

▶ Load-in Day & Time Dec 24 Company \_\_\_\_\_ Phone \_\_\_\_\_  
▶ Load-out Day & Time Dec 26

☐ Portable toilets to be serviced. ▶ Time \_\_\_\_\_

### Set-up, Breakdown, Clean-up

**Setting up the day before the event?**

☐ Yes, will set up the day before the event. ▶ # of set-up day(s) \_\_\_\_\_

☒ No, set-up will occur on the event day

**Requesting vehicle access onto the turf?**

☐ Yes, requesting access onto turf for set-up and breakdown (complete attached Vehicle Access Request form)

☒ No, vehicles will load/unload from nearby street or parking lot.

### NPDES-Litter Fence

- ☐ City to install litter fence
- ☐ Applicant to install litter fence
- ☐ N/A

#### Breaking down set-up the day after the event?

- ☐ Yes, breakdown will be the day after the event. ► # of breakdown day(s) \_\_\_\_\_
- ☒ No, breakdown will occur on the event day.

#### How are you handling clean-up?

- ☐ Using City crews
- ☒ Using volunteer clean-up crew during and after event.
- ☐ Using professional cleaning company during and after event.

### Miscellaneous

Please list anything important about your event not already asked on this application:

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**Please make a copy of this application for your records.  
We do not provide copies.**





# Special Events

## Pre-Event Storm Water Compliance Checklist

### I. Special Event Information

Name of Special Event: <u>Christmas with Kids</u>	
Event Address: <u>223 E 3rd St National City, CA 91950</u>	Expected # of Attendees: <u>300</u>
Event Host/Coordinator: <u>Brian Trum</u>	Phone Number: <u>(619) 855-9981</u>

### II. Storm Water Best Management Practices (BMPs) Review

	YES	NO	N/A
Will enough trash cans provided for the event? Provide number of trash bins: <u>5</u>	X		
Will enough recycling bins provided for the event? Provide number of recycle bins: <u>2</u>	X		
Will all portable toilets have secondary containment trays? (exceptions for ADA compliant portable toilets)	X		
Do all storm drains have screens to temporarily protect trash and debris from entering?		X	
Are spill cleanup kits readily available at designated spots?			X

\* A Post-Event Storm Water Compliance Checklist will be completed by City Staff.

# City of National City

## **PUBLIC PROPERTY USE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

Persons requesting use of City property, facilities or personnel are required to provide a minimum of \$1,000,000 combined single limit insurance for bodily injury and property damage which includes the City, its officials, agents and employees named as additional insured and to sign the Hold Harmless Agreement. Certificate of insurance must be attached to this permit. The insurance company issuing the insurance policy must have a A.M. Best's Guide Rating of A:VII and that the insurance company is a California admitted company; if not, then the insurance policy to the issuance of the permit for the event. The Certificate Holder must reflect:

City of National City  
Risk Management Department  
1243 National City Boulevard  
National City, CA 91950

Organization: Christmas with Kids

Person in Charge of Activity: Brian Trum

Address: 223 E 3rd St National City, CA 91950

Telephone: \_\_\_\_\_ Date(s) of Use: \_\_\_\_\_

### **HOLD HARMLESS AGREEMENT**

As a condition of the issuance of a temporary use permit to conduct its activities on public or private property, the undersigned hereby agree(s) to defend, indemnify and hold harmless the City of National City and the Parking Authority and its officers, employees and agents from and against any and all claims, demands, costs, losses, liability or, for any personal injury, death or property damage, or both, or any litigation and other liability, including attorneys fees and the costs of litigation, arising out of or related to the use of public property or the activity taken under the permit by the permittee or its agents, employees or contractors.

Signature of Applicant: Michael Strand Digitally signed by Michael Strand  
Date: 2016.11.23 10:06:17 -08'00'

Official Title: \_\_\_\_\_ Date: \_\_\_\_\_

*For Office Use Only*

Certificate of Insurance Approved \_\_\_\_\_ Date \_\_\_\_\_

New Image Customs

• 2nd's End St

Toys/Bicycles given away here.

E 2nd St

E 2nd St

B Ave

E 3rd St

D Ave

• 11  
Best Motors  
Purchase Center

Project Concern  
International

E 3rd St

B Ave

D Ave

E 4th St

Endover Builders Supply  
National City Blvd

E 3rd St

Baracades

E 4th St

D Ave

3rd St

• Furniture  
Sectorize

E 4th St

Leobacore

National City Auto Body

E 5th St

W 4th St

W 4th St

E 5th St

Auto Repair

W 4th St

E 5th St

C Ave

E 6th St

W 4th St

National City Blvd

W 4th St

B Ave

C Ave

National City

Good Samaritan Church

E 6th St

Howard Johnson  
Express Inn National

E 7th St

El Camino National City

**CITY OF NATIONAL CITY  
NEIGHBORHOOD SERVICES DEPARTMENT  
APPLICATION FOR A TEMPORARY USE PERMIT  
RECOMMENDATIONS AND CONDITIONS**

**SPONSORING ORGANIZATION: Christmas with Kids**  
**EVENT: Frank King's Christmas with Kids**  
**DATE OF EVENT: December 25, 2016**  
**TIME OF EVENT: 7 a.m. to 11 a.m.**

**APPROVALS:**

DEVELOPMENT SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [x]
RISK MANAGER	YES [x]	NO [ ]	SEE CONDITIONS [x]
PUBLIC WORKS	YES [x]	NO [ ]	SEE CONDITIONS [x]
FINANCE	YES [x]	NO [ ]	SEE CONDITIONS [x]
FIRE	YES [x]	NO [ ]	SEE CONDITIONS [x]
POLICE	YES [x]	NO [ ]	SEE CONDITIONS [x]
CITY ATTORNEY	YES [x]	NO [ ]	SEE CONDITIONS [x]
COMMUNITY SERVICES	YES [x]	NO [ ]	SEE CONDITIONS [ ]

**CONDITIONS OF APPROVAL:**

**DEVELOPMENT SERVICES**

**Engineering**

Due to street closure a complete traffic control plan with detours shown is required.

"No Parking" signs are required to be placed a minimum of 72 hour prior to the start of the event.

Place "Road Closed" signs on type III barricades at both ends of the road closure, in front of the already proposed barricades.

**PUBLIC WORKS (619)366-4580**

**Streets Division**

Streets will provide 8 barricades for the road to be closed at no cost and will be put up and taken down by applicant.

**FINANCE**

Christmas with Kids needs to renew their business license.



### **RISK MANAGER (619) 336-4370**

I have reviewed the above captioned request for the issuance of a Temporary Use Permit. In order to satisfy the City's insurance requirements it will be necessary that the applicant provide the following:

- Provide a valid copy of the Certificate of Liability Insurance wherein the City of National City, its officials, agents, employees and volunteers are named as an additional insured by way of a separate endorsement.
- The insurance policy must have a combined single limit of no less than \$1,000,000.00 (ONE MILLION DOLLARS) for each occurrence and \$2,000,000.00 (TWO MILLION DOLLARS) in aggregate that would cover the date and location of the event.
- The insurance company issuing the insurance policy has an A.M. Best's Guide Rating of A: VII and that the insurance company is a California admitted company.
- The Certificate Holder reflects:  
City of National City  
c/o Risk Manager  
1243 National City Boulevard  
National City, CA. 91950-4397
- Name, address and contact information for the broker providing this insurance policy was provided.

### **CITY ATTORNEY**

Requires an indemnification and hold harmless agreement, and a policy of general liability insurance, with the City and its officials, employees, agents and volunteers as additional insureds, with amounts of coverage to be determined by the Risk Manager.

### **FIRE (619) 336-4550**

#### **No Cost for this event**

---

Stipulations required by the Fire Department for this event are as follows:

- 1) Maintain Fire Department access at all times. Emergency services access shall be given to all emergency apparatus upon approach.
- 2) Access for Fire Department shall be maintained at all times. At no time shall fire lanes, fire hydrants, fire protection systems of all types etc. be obstructed at any time. A minimum of 20 feet wide shall be maintained for the use of fire lanes.

## **POLICE**

Traditionally this event is well attended. Since both sides of the streets will be closed, there should not be any traffic issues. In the past, the organizers have asked us to help with the arrival of "Santa" before the distribution of these bikes. Time/calls permitting, we'll try to get our beat officer to stop by and accommodate them for a short period of time.

In addition, we'll provide some extra patrol for the event.

The following page(s) contain the backup material for Agenda Item: Scheduling of City Council workshops related to the discussion and preparation of the City of National City's annual budget for Fiscal Year 2018 and Five-Year Strategic Plan. (Finance)

# CITY OF NATIONAL CITY, CALIFORNIA COUNCIL AGENDA STATEMENT

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Scheduling of City Council workshops related to the discussion and preparation of the City of National City's annual budget for Fiscal Year 2018 and Five-Year Strategic Plan.

**PREPARED BY:** Ed Prendell, Budget Analyst

**DEPARTMENT:** Finance

**PHONE:** 619-336-4332

**APPROVED BY:**

*Mark Ralusto*

**EXPLANATION:**

The City of National City operates on a fiscal year calendar: July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. On or before June 30<sup>th</sup> of each year, the operating budget for the following fiscal year is presented to the City Council for adoption. The process of developing the City's annual budget includes a series of events over a four to five month period, including departmental budget reviews and appropriation requests, community meetings via Neighborhood Councils, financial review/analysis by the Department of Finance, and City Council workshops.

The fiscal year 2018 annual budget schedule includes a City Council workshop scheduled for February 7, 2017 at 4:00 pm to discuss the City Council's budgetary priorities. In addition, two workshops have been tentatively scheduled for April 25 and May 23, 2017, each at 4:00 pm, for presentation and discussion of the preliminary budget. The latter meeting date may not be needed but is placed on the calendar as a contingency.

The City's five-year Strategic Plan is updated every two years, historically in conjunction with the budget process. Therefore, a strategic planning workshop has been tentatively scheduled with the City Council for March 21, 2017 at 4:00 pm.

With this item, staff seeks approval of these tentative budget and strategic planning workshop dates. In the alternative, if the dates are not agreeable to the majority of the City Council, direction on alternative dates is sought.

**FINANCIAL STATEMENT:**

**APPROVED:**

*Mark Ralusto*

**Finance**

**ACCOUNT NO.**

**APPROVED:**

**MIS**

There is no fiscal impact associated with this item.

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION:

☐

FINAL ADOPTION:

☐

**STAFF RECOMMENDATION:**

Approve staff's recommended budget and strategic planning workshop dates.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Budget & Strategic Planning Schedule – Fiscal Year 2018





## BUDGET & STRATEGIC PLANNING SCHEDULE - FISCAL YEAR 2018

DATE & TIME	DESCRIPTION	DEPARTMENT
Tuesday, Feb. 7th 4 PM	City Council budget priorities	Council/Staff
Tuesday, Feb. 7th 6 PM	Request direction from the City Council for Budget Workshops and Budget Adoption dates	Council/Staff
Tuesday, Feb. 28th 4 PM	City Council - Capital Improvement Program: Needs Assessment and Funding Options	Council/Staff
Tuesday, Mar. 21st 4 PM	<b>TENTATIVE</b> City Council - Strategic Planning Workshop	Council/Staff
Tuesday, Apr. 25th 4 PM	<b>TENTATIVE</b> <b>TENTATIVE</b> Budget Workshop / Preliminary Budget Presentation	Council/Staff
Wednesday, May 3rd 6:30 PM	Neighborhood Council presentations (Kimball Neighborhood Council Meeting)	Finance
Thursday, May 11th 6:30 PM	Neighborhood Council presentations (El Toyon Neighborhood Council Meeting)	Finance
Wednesday, May 17th 6:30 PM	Neighborhood Council presentations (Las Palmas Neighborhood Council Meeting)	Finance
Tuesday, May 23rd 4 PM	<b>TENTATIVE</b> Budget Workshop (Tentative)	Council/Staff
Tuesday, Jun. 6th 6 PM	<b>TENTATIVE</b> Budget Hearing / Adoption of Budget	Council/Staff
	<b>TENTATIVE</b>	

The following page(s) contain the backup material for Agenda Item: Staff Report: Fiscal Year 2016 and 1st Quarter Fiscal Year 2017 Budget Review. (Finance)

**CITY OF NATIONAL CITY, CALIFORNIA  
COUNCIL AGENDA STATEMENT**

**MEETING DATE:** December 20, 2016

**AGENDA ITEM NO.**

**ITEM TITLE:**

Staff Report: Fiscal Year 2016 and 1<sup>st</sup> Quarter Fiscal Year 2017 Budget Review.

**PREPARED BY:** Mark Roberts, Director of Finance

**PHONE:** 619-336-4265

**DEPARTMENT:** Finance

**APPROVED BY:**

*Mark Roberts*

**EXPLANATION:**

See attached staff report.

**FINANCIAL STATEMENT:**

**ACCOUNT NO.**

NA

**APPROVED:**

*Mark Roberts*

Finance

**APPROVED:**

MIS

**ENVIRONMENTAL REVIEW:**

This is not a project and, therefore, not subject to environmental review.

**ORDINANCE:** INTRODUCTION: ☐

FINAL ADOPTION: ☐

**STAFF RECOMMENDATION:**

Accept the staff report as presented.

**BOARD / COMMISSION RECOMMENDATION:**

NA

**ATTACHMENTS:**

Staff report



## **City Council Staff Report**

December 20, 2016

### **ITEM**

Staff Report: Fiscal Year 2016 and 1<sup>st</sup> Quarter Fiscal Year 2017 Budget Review

### **BACKGROUND**

Consistent with the City of National City's Strategic Plan element of providing consistent financial updates, this report provides a review of the financial operating results of the City for fiscal year 2016 and a status report for the first quarter of fiscal year 2017.

Budgets are projections based on known and anticipated future revenues and expenditure obligations. Throughout the fiscal year, staff monitors and analyzes actual revenues and expenditures against projections, providing periodic reports to the City Council, City Manager, and department directors. The totals presented herein for fiscal year 2016 are a summary of the actual revenues and expenditures compared to the corresponding budgeted amounts for the year. However, as of the date of this report, the independent audit for fiscal year 2016 has not concluded. As a result, the actual amounts are subject to change should adjustments be necessary prior to closing the books for the period. The fiscal year 2017 first quarter data reflects revenue and expenditure totals for the period of July 1<sup>st</sup> through September 30<sup>th</sup> compared to the same period for the prior year.

### **DISCUSSION**

#### **Fiscal Year 2016**

One of the major activities following the end of a fiscal year is the preparation for the annual audit of the City's financial records and completion of the comprehensive annual financial report (CAFR). This work includes such activities as processing final invoices for services and products provided by outside vendors prior to fiscal year-end; ensuring all revenues and expenditures have been appropriately accounted for; and comparing bank and investment account statements with general ledger balances, reconciling discrepancies, and posting adjusting (journal) entries as necessary. Much of this work has been completed, and it is anticipated the fiscal year 2016 CAFR will be completed by December 29, 2016.

It is expected the CAFR will show an increase in the total fund balance of the City's General Fund due to a combination of overall cost savings and revenues which exceeded projections. The variances between budgeted and actual revenues and expenditures are summarized below.



## Revenues

The City receives revenues from various sources, some of which, such as taxes and fees, provide unrestricted cash that may be used at the City's discretion. Other revenues are reserved for specified purposes, for example, grant funds received for capital projects. Actual revenues for fiscal year 2016, listed by source in the table below, were higher than the budgeted total by more than \$11.1 million.

### Fiscal Year-End Revenue Totals

Revenue Source	Actual (Estimated)	Adjusted Budget <sup>1</sup>	Variance
Sales & Use Tax	\$ 15,033,297	\$ 14,703,370	\$ 329,927
District Transactions & Use Tax	10,607,345	10,216,000	391,345
Property Tax <sup>2</sup>	1,927,422	2,114,005	(186,584)
Property Tax in Lieu of VLF	5,690,092	5,736,819	(46,727)
Property Tax in Lieu of Sales Tax	3,372,747	3,255,629	117,118
Other Revenue	22,026,452	11,537,379	10,489,073
<b>Total</b>	<b>\$ 58,657,354</b>	<b>\$ 47,563,202</b>	<b>\$ 11,094,152</b>

<sup>1</sup> adopted budget, plus budget adjustments

<sup>2</sup> reflects reduction for property tax allocation to the Library and Parks Maintenance funds

The positive variances (actual vs budget) of \$329,927 in sales & use tax revenue and \$391,345 in district transactions & use ("Proposition 'D'") tax revenue resulted from growth in retail sales that exceeded expectations, especially in the categories of autos & transportation and business & industry. Property taxes for fiscal year 2016 were less than anticipated by \$186,584. Staff uses the best information available to project these revenues at the time of budget development; however, these estimates are prepared in advance of the release of assessed values by the San Diego County Assessor in June and subsequent adjustments to those values. The primary contributors to the negative variance are the exemption of the Park Villas Apartments property and a drop in the taxable value of unsecured properties.

Property tax in lieu of VLF (Vehicle License Fee) revenue ended the year slightly below its budgeted amount. However, this revenue, which is tied directly to the annual reported change in assessed value, has consistently climbed over the past five years, when excluding exemptions, changes in ownership, and completion of new construction. The State Department of Finance determines the City's property tax in lieu of sales tax allocation after adoption of the City's budget. This revenue was higher than estimated during preparation of the budget.

The "Other Revenue" category includes various accounts related to ongoing City operations, one-time events, and capital projects reimbursements. The positive variance of \$10.5 million in this category is the net result of variances across multiple accounts. Significant components include the following unbudgeted or over-realized revenues:

- the unbudgeted transfer of Successor Agency (noncash) assets with values totalling \$5.8 million to the City;

- \$1.3 million in unbudgeted reimbursements related to capital projects (\$972,372 from the Port of San Diego for construction of the Aquatic Center and \$339,118 for the WI-TOD site remediation and Public Works relocation projects);
- the unanticipated \$704,121 General Fund share of the \$1.8 million settlement agreement between the City and Rosenow Spevacek Group, Inc. (“RSG”) identified during the fiscal year 2016 mid-year budget review;
- a transient occupancy tax revenue positive variance of \$610,588 resulting from the improving economy (The fiscal year 2017 budget accounts for an increase in this revenue);
- residual balance distributions and administrative costs reimbursements from the Successor Agency totalling \$421,532 more than budgeted;
- unbudgeted overtime reimbursements of \$240,913 for the Fire Department strike team’s participation in fighting various wildfires throughout the State in the amount.

### Expenditures

As of June 30, 2016, General Fund expenses totaled \$49.1 million, \$5.6 million less than the adjusted budget of \$54.7 million. Of this variance, \$3.9 million is attributable to amounts budgeted, but not spent, for various capital projects. The unspent capital project appropriations have been carried over to the fiscal year 2017 budget and remain committed to the capital projects approved by Council.

#### Fiscal Year-End Expenditure Totals

Expenditure Type	Actual (Estimated)	Adjusted Budget <sup>1</sup>	Variance
Personnel Services	\$ 31,064,807	\$ 31,488,006	\$ 423,199
Maintenance & Operations	5,204,556	6,116,917	912,362
Capital Projects	6,016,709	9,932,895	3,916,185
Internal Service Charges	6,674,612	6,766,121	91,509
Other Expenditures	149,901	434,899	284,998
<b>Total</b>	<b>\$ 49,110,585</b>	<b>\$ 54,738,838</b>	<b>\$ 5,628,253</b>

<sup>1</sup> adopted budget total, plus budget amendments, encumbrances, & capital projects appropriations carried forward from previous fiscal year(s)

The remaining \$1.7 million of the variance is due to operational cost savings. Personnel cost savings primarily were due to vacant authorized positions in the City Manager’s Office, Engineering & Public Works Department, and City Attorney’s Office. Many of these positions have been filled, which likely will decrease savings in fiscal year 2017. Maintenance & operations (“M&O”) savings were realized in various accounts, particularly in professional services, contract services, and unemployment insurance. The variance in “Other Expenditures” results from savings in the Refunds, Contributions and Special Payments category, the largest of which occurred in the Fee Study and Successor Agency Property Management accounts, and in the Provision for Contingency account, which is used to provide funding for various small

unanticipated expenses not attributable to a specific department. (The fee study will be conducted in fiscal year 2017, and funds have been appropriated accordingly.)

### Transfers In/Out

While technically not revenues and expenditures (and, hence, not shown above), transfers in and out of the General Fund contribute to fund balance increases and decreases, respectively. Transfers out from the General Fund were \$79,998 less than their budgeted total. No transfers into the General Fund were budgeted, but \$2.5 million was transferred from various internal service funds to fund the new Facilities Maintenance Reserve. In addition, \$679 was transferred into the General Fund as part of a general ledger “clean up.”

### Net Impact on Fund Balance

Fiscal year 2016 revenues, expenditures, and transfers resulted in an estimated gain of \$9.1 million in the fund balance of the General Fund, as compared to the budgeted usage of \$10.2 million, a positive difference of \$19.3 million.

### Fund Balance Change – Actual vs Budget (Estimated)

	<b>Actual (Estimated)</b>	<b>Adjusted Budget</b>	<b>Variance</b>
Revenues	\$ 58,657,354	\$ 47,563,202	\$ 11,094,152
Transfers In	2,500,679	-	2,500,679
<b>Total Revenues &amp; Transfers In</b>	<b>\$ 61,158,033</b>	<b>\$ 47,563,202</b>	<b>\$ 13,594,831</b>
Expenditures	\$ (49,110,585)	\$ (54,738,838)	\$ 5,628,253
Transfers Out	(2,954,340)	(3,034,338)	79,998
<b>Total Expenditures &amp; Transfers Out</b>	<b>\$ (52,064,926)</b>	<b>\$ (57,773,176)</b>	<b>\$ 5,708,251</b>
<b>Fund Balance Gain/(Usage)</b>	<b>\$ 9,093,108</b>	<b>\$ (10,209,974)</b>	
<b>Beginning Fund Balance</b>	<b>\$ 40,972,081</b>	<b>\$ 40,972,081</b>	
<b>Ending Fund Balance</b>	<b>\$ 50,065,189</b>	<b>\$ 30,762,107</b>	

In accordance with Governmental Accounting Standards Board (“GASB”) Statement Number 54, fund balance is classified based primarily on the extent to which its use of resources is constrained. The table below reflects the changes in each category of General Fund fund balance from June 30, 2015 to June 30, 2016.



**Components of Fund Balance (Estimated)**

	<b>FY 16</b>	<b>FY 15</b>	<b>Change</b>
Nonspendable	\$ 10,766,098	\$ 4,963,916	\$ 5,802,182
Restricted	754,913	590,998	163,915
Committed	11,585,066	9,085,066	2,500,000
Assigned	14,792,381	16,065,736	(1,273,355)
Unassigned	12,166,732	10,266,365	1,900,367
<b>Total Expenditures &amp; Transfers Out</b>	<b>\$ 50,065,189</b>	<b>\$ 40,972,081</b>	<b>\$ 9,093,108</b>

As noted above, Successor Agency assets with values totalling \$5.8 million were transferred to the City during the previous fiscal year. Since these assets were not cash, they are classified as nonspendable fund balance. The \$163,915 increase in restricted fund balance, which has spending constraints stipulated either “externally” by the provider of the assets or by law, is attributable to the increase in debt service requirements. Committed fund balance, the total of resources which have internally imposed restrictions mandated by formal action of the City Council, increased \$2.5 million due to the transfer of this amount to the Facilities Maintenance Reserve created during fiscal year 2016. Assigned fund balance represents assets constrained by the City Council’s intent that they be used for specific purposes but not meeting the more strict criteria for classification as restricted or committed. The \$1.3 million decrease in this amount primarily results from the reduction in the amounts unspent on capital projects at the end of the fiscal year. Finally, unassigned fund balance, which includes all spendable amounts not allocated to the other fund balance categories and which is available for use at City Council discretion, grew by \$1.9 million.

**1<sup>st</sup> Quarter Fiscal Year 2017**

The most useful information at the end of the first quarter (July 1<sup>st</sup> through September 30<sup>th</sup>) is a comparison of the fiscal-year-to-date totals of the City’s major revenue sources and expenditure categories for the period for the current and prior fiscal years. This information is summarized in the tables below.

**Revenues****1<sup>st</sup> Quarter Revenue Comparison**

<b>Revenue Source</b>	<b>FY 17</b>	<b>FY 16</b>
Sales & Use Tax	\$ 1,849,466	\$ 1,197,705
District Transactions & Use Tax	1,037,040	907,602
Property Tax	44,431	43,475
Property Tax in Lieu of VLF	-	-
Property Tax in Lieu of Sales Tax	-	-
Other Revenue	1,769,405	1,808,549
<b>Total</b>	<b>\$ 4,690,342</b>	<b>\$ 3,957,331</b>



Since it is early in the fiscal year, the ability to project year-end revenue totals is limited. Some facts are known, however. The spike in fiscal-year-to-date sales & use tax revenue is mostly due to the elimination of the property tax in lieu of sales tax, which was created in conjunction with the “triple flip,” the State’s sales-tax-shifting mechanism whereby one-quarter of the 1% local sales tax was taken by the State to repay its economic recovery bonds and replaced with county property tax revenue. The elimination of the property tax in lieu of sales tax and restoration of the full 1% local sales & use tax will result in higher sales & use tax revenue in fiscal year 2017 and future years. The sales & use tax increase also is due to the improved economy and a higher “make-up” distribution received from the State during the first quarter of fiscal year 2017 than in the prior fiscal year. The make-up distribution is a quarterly payment to account for the shortage of advanced payments for these revenues in relation to actual collections. However, since the make-up distributions received during the first quarter are associated with increases for their corresponding prior fiscal years, they have no bearing on current-year outcomes. The growth in district transactions & use tax revenue also is attributable to the economy and a higher make-up distribution.

Fiscal year 2017 property tax revenue is expected to only slightly exceed that of fiscal year 2016, consistent with budgeted totals. While the revenue is low for both years, this is normal at this point of the year, as the largest portions of property tax revenues are typically received in December and April, corresponding to tax due dates.

Because the distribution of the “in lieu of” revenues occurs at the same time as property taxes, i.e., in December and April, no allocations of either revenue was received in the first quarter of the current or previous fiscal year. However, having received information from the County regarding fiscal year 2017 distribution of property tax in lieu of VLF, staff can report that this revenue will be \$5,909,395, \$7,172 above budget. As noted above, the property tax in lieu of sales tax has been eliminated; therefore, this revenue will no longer be received.

## Expenditures

### 1<sup>st</sup> Quarter Expenditure Comparison

<b>Expenditure Type</b>	<b>FY 17</b>	<b>FY 16</b>
Personnel Services	\$ 6,806,535	\$ 6,329,138
Maintenance & Operations	485,322	519,733
Other Expenditures	2,841,334	2,684,649
<b>Total</b>	<b>\$ 10,133,190</b>	<b>\$ 9,533,520</b>

As with revenues, year-end expenditure totals are difficult to project. Also as with revenues, however, some facts are known, given information available. Personnel costs are higher than fiscal year 2016’s at the same point due to modest increases to staffing and compensation, and, as noted above, cost savings are less likely due to the filling of vacant positions. Fiscal-year-to-date 2017 M&O expenditures are slightly lower than for fiscal year 2016 due to the timing of these expenses. And although cost savings are again likely in fiscal year 2017, the savings

margin (actual vs budget) is likely to be smaller than in recent years due, in part, to the implementation of budget measures designed to improve expenditure projections.

### **Budgetary Outlook**

The fiscal year 2017 planned use of General Fund fund balance is \$5.4 million. Additional labor costs are likely to be significant with expected increases in pension contribution rates having a compounding effect. The \$500,000 appropriation to meet the San Diego Association of Governments (SANDAG) “maintenance of effort” requirement for TransNet allocations added in fiscal year 2016 continues, as well as operating support for the Housing Choice Voucher program. And the need to replace aging fleet vehicles adds pressure on the current year’s and future budgets. However, based on the City’s recent history, the actual use of fund balance is anticipated to be lower than this amount due to conservative revenue projections and spending.

### **Conclusion**

As discussed above, the City’s financial operating results for fiscal year 2016 were positive with overall revenues surpassing projections and expenditures in all major categories ending the year well below budget. Thus, the fund balance of the General Fund grew. But while over-realized revenues and fiscal prudence played a role in this outcome, events that cannot be assumed to continue at the same levels also contributed, including unbudgeted one-time revenues and unspent capital appropriations.

Factors likely to affect fund balance in the future include the following:

- Actuarial adjustments by the California Public Retirement System (CalPERS) are estimated to require increases in the City’s employer contribution to employee pension funds into the foreseeable future. For fiscal year 2018, the City’s contribution is estimated to increase over the fiscal year 2017 rate by 1.66% of payroll to 27.462% for miscellaneous employees and by 2.95% to 48.005% for public safety employees.
- An assessment of the City’s deferred facilities maintenance needs is expected to be completed during the current fiscal year. While the cost of this maintenance currently is unknown, it is expected to be significant. Staff currently is analyzing various options to finance this cost, including use of the newly created Facilities Maintenance Reserve.
- With the City’s renewed focus on economic development, including the addition of a Community Development Specialist II to spearhead the effort, it is hoped the City will be able to spur new development and enhance its tax base. However, any such new development and subsequent tax base enhancement are likely to be realized in future years. A report on the program’s action/strategic plan and timeline is anticipated for early 2017.

## **RECOMMENDATIONS**

Accept this staff report.